



**Department of
Transportation**

HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT – CONTRACT 3

DESIGN-BUILD PROJECT

PIN X731.65, Contract D900055

Request for Proposals

Addendum #10

August 5, 2022

Modification to the Request for Proposals
HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT – CONTRACT 3
Design-Build Project
PIN X731.65, Contract D900055

Note to Proposers

Differences between the deleted pages and the revised pages have been identified as follows:

- Brackets have been inserted on the left-hand margin of the pages to indicate where changes have been made to the documents; and
- Text additions have been shown in underlined red font and text deletions have been shown in crossed out red font.

General Instructions

Delete index sheet of the Instructions to Proposers, Appendix E, Forms, and substitute the attached index sheet.

Delete Form SA (including Attachment 1) of the Instructions to Proposers, Appendix E, Forms, and substitute the attached Form SA (including Attachment 1).

Delete Form SCD of the Instructions to Proposers, Appendix E, Forms, and substitute the attached Form SCD.

Delete Form SP of the Instructions to Proposers, Appendix E, Forms, and substitute the attached Form SP.

Delete Form PA of the Instructions to Proposers, Appendix E, Forms, and substitute the attached Form PA.

Delete pages 133, 151, 189, 218A, 218B, and 220 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised pages 133, 151, 189, 218A, 218B, and 220.

Delete HC-140 Utility Work Agreement, Cablevision of the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements and substitute the attached HC-140 Utility Work Agreement, Cablevision.

Delete page 2 of 6 of the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements, FDNY, and substitute the attached page 2 of 6.

Delete HC-140 Utility Work Agreement, NYCDEP Sewer of the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements and substitute the attached HC-140 Utility Work Agreement, NYCDEP Sewer.

Delete page C-9 of the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements, and substitute the attached revised page C-9.

Add the attached HC-140 Preliminary Utility Work Agreement, ECS, to the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements.

Add the attached page C-10 to the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Preliminary DB Utility Work Agreements.

Delete Indicative Utility Plans UTS-02 and UTS-03 of the DB Contract Documents, Part 4, Utility Requirements, Appendix C, Indicative Utility Plans, and substitute the attached revised Indicative Utility Plans UTS-02 and UTS-03.

Delete pages i, 5 through 9, 12, 16, 17, 19, 21, 24, 25, 26, and 29 through 36 of the DB Contract Documents, Part 5, Special Provisions, and substitute the attached revised pages i, 5 through 9, 12, 16, 17, 19, 21, 24, 25, 26, and 29 through 36.

Delete Directive Plans PL-3, PRK-01, and LN-02 of the DB Contract Documents, Part 6, RFP Plans, and substitute the attached revised Directive Plans PL-3, PRK-01, and LN-02.

Delete Indicative Plans TYP-02 through TYP-05 and GP-07 of the DB Contract Documents, Part 6, RFP Plans, and substitute the attached revised Indicative Plans TYP-02 through TYP-05 and GP-07.

No other provision of the solicitation is otherwise changed or modified.

APPENDIX E

<u>Form Designator</u>	<u>Form Title</u>
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Proposal Form

IP	Itemized Proposal / Jurat
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General Forms

AAP-10	DBE/MBE/WBE/SDVOB Solicitation Log
AR	Acknowledgement of Receipt of RFP, Addenda and Responses to Questions
ATC	Alternative Technical Concept Submittal Form
BDEA**	Bid Document Escrow Agreement
C	Proposer's Representative
CR	Commitment to Assign Identified Resources to Project
EEO	Equal Employment Opportunity Certification
KP	Key Personnel Information
L-3	Authorization to Provide Professional Services in New York State
LLL	Disclosure of Lobbying Activities
LDB	List of Proposed DBE/MBE/WBE/SDVOBs
LSI	Letter of Subcontract Intent
R	Summary of Individual's Experience
<u>R-1</u>	<u>Risk Response Strategy Narratives</u>
<u>R-2</u>	<u>Additional Risk Identification and Assessment</u>
RFC	Request for Change
SA*	Stipend Agreement
SCD	Schedule of Contract Durations
SDU	Schedule of Proposed DBE Utilization

Price Proposal Forms

PP	Price Proposal Cover Sheet
SP	Schedule of Prices
WPS	Work Payment Schedule
BB	Bid Bond
<u>PA</u>	<u>Steel/Iron Price Adjustment Declaration</u>

* Included for reference only. Form or Agreement to be submitted after Proposal Due Date

** Included for reference only. Form or Agreement to be submitted after Proposal Due Date by the selected best value Proposer

FORM SA
STIPEND AGREEMENT

COMPTROLLER'S CONTRACT NO.: D900055

PIN: X731.65

PROJECT: Stipend Agreement for the Preparation & Submission of the Design Build Proposal for Hunts Point Interstate Access Improvement Project – Contract 3

This Agreement made this ____ day of _____, 20____, by and between NEW YORK STATE DEPARTMENT OF TRANSPORTATION (hereinafter "NYSDOT"), whose principal office is located at 50 Wolf Rd., Albany, New York 12232, and _____, duly organized and existing under the laws of the State of New York, having its principal office at _____ (hereinafter referred to as "Proposer").

WITNESSETH:

WHEREAS, NYSDOT is currently procuring a design-build contract (the "Contract") for the _____ Project (the "Project");

WHEREAS, the Proposer submitted a proposal ("the Proposal") in response to the Request for Proposals issued by NYSDOT on _____, as amended by any addenda (as amended, the "RFP");

WHEREAS, the Proposal met the criteria set forth in Article 4(A) of this Stipend Agreement; and

WHEREAS, the Department has not awarded the Contract to the Proposer.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT. The Agreement consists of the following in the following descending order of precedence:

1. Appendix A – New York State Required Contract Provisions
2. Appendix A-1 – Supplemental Title VI Provisions and Appendix B – Requirements for Federally-Aided Transportation Projects
3. Agreement Form – this document titled "Stipend Agreement"
4. Attachment 1 to Stipend Agreement

ARTICLE 2. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS. The term "Work Product" shall mean ideas or information, and the expression of ideas or information, included in the Proposal or otherwise submitted or communicated in any manner by or on behalf of the Proposer to NYSDOT during the Project's procurement process at any time prior to the awarding of the Contract. Work Product does not include any sensitive and confidential financial information regarding the Proposer that was included in the Proposal.

ARTICLE 3. NYSDOT'S RIGHTS TO WORK PRODUCT. Under the terms of this Agreement, NYSDOT may use the Work Product for the purposes of the Project or any future project pursued by NYSDOT without any obligation to pay any additional compensation to the Proposer.

With respect to any Work Product that incorporates intellectual property owned or developed by the Proposer, the Proposer's team members or other third parties, the Proposer represents and warrants that it has the right to grant NYSDOT irrevocable, non-exclusive, perpetual, royalty-free licenses to use such intellectual property for the purposes specified herein. As of the date of this Agreement, the Proposer hereby assigns such licenses to NYSDOT, and agrees to indemnify, defend, and hold harmless NYSDOT and the State of New York from any and all claims, costs, expenses, and damages of every kind resulting from infringement allegations related to NYSDOT's exercise of the intellectual property rights granted herein.

The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to NYSDOT.

ARTICLE 4. PROVISION FOR PAYMENT.

A) The Stipend will be paid by NYSDOT to the Proposer only under the circumstances specified in this Article 4. The Proposer will not be entitled to payment of any Stipend Amount if the Proposal fails to:

- 1) Achieve a rating of "pass" on all Pass/Fail Evaluation Factors found in the RFP for the Project; or
- 2) Meet or exceed the minimum qualifying quality-based evaluation threshold as required in the RFP.

B) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer has filed an unsuccessful protest of the procurement process, award or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer agrees to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

C) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer fails to submit an invoice in accordance with 4(D), below, or fails to provide satisfactory evidence substantiating its Qualified Costs (as defined in 4(E), below) in accordance with (D), below.

D) In order to receive payment of the Stipend Amount, the Proposer shall submit to NYSDOT: two signed originals of Attachment 1 of this Stipend Agreement, two copies of a single invoice for its proposed Stipend Amount, and two copies of all documentation required under (E), below, not later than 20 calendar days after the Proposal Due Date. If NYSDOT disagrees with the proposed Stipend Amount set forth in the Proposer's initial invoice, NYSDOT will notify the Proposer in writing of its determination of the appropriate Stipend Amount based on its review of the Proposer's substantiated costs, and the Proposer shall submit a revised invoice to NYSDOT within 14 days following receipt of any such notice.

E) The Proposer shall maintain written records substantiating all Qualified Costs in sufficient detail to permit a proper audit thereof. Such records shall be made available for audit or verification of Qualified Costs upon request of NYSDOT at the time of this Agreement and for three years after final payment of the Stipend Amount is made. "Qualified Costs" shall comprise

New York State Department of Transportation

the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer's team, or third-parties acting at the direction of the Proposer in the production of the Work Product. Examples of qualified costs (subject to limitations of any other contract stipulations such as limits on hourly rates or not to exceed Government travel rates) can include the following:

- Compensation of employee's time charges related to preparation of the Proposal;
- Cost of materials acquired, consumed, or expended related to preparation of the Proposal;
- Cost of equipment utilized related to preparation of the Proposal; and
- Travel expenses incurred related to preparation of the Proposal.

The overhead rate applied to the Stipend calculation shall be equal to the Proposer's current audited rate on file with the NYSDOT. An overhead rate of 115% will be applied for firms with no current rate on file. Unallowable Proposer costs are described in CFR-2011 - title 48 – volume 1 - part 31 – subpart 31.6. The Proposer shall submit to NYSDOT copies of all substantiating documentation of Qualified Costs concurrently with the submission of its invoice for the Stipend Amount, and at any other time upon NYSDOT's request. Failure of the Proposer, the Proposer's team, or third-parties acting at the direction of the Proposer to maintain and retain sufficient records to allow audit or verification of Qualified Costs, or failure to allow NYSDOT or its agents access to the same, shall constitute a waiver of the right to any payment of a Stipend, and any Stipend Amount paid to the Proposer under this Agreement shall be immediately returned to the NYSDOT.

F) The Proposer must execute this Stipend Agreement and provide NYSDOT with the licenses required by Article 3 no later than 20 calendar days after the Proposal Due Date. Extensions may be granted at the sole discretion of NYSDOT.

G) A failure by any Proposer to comply with Article 4(F) constitutes a waiver to the right to any payment of a Stipend

H) Subject to the requirements and limitations set forth herein, NYSDOT shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, an amount (the "Stipend Amount") equal to 50% of the Proposer's total Qualified Costs, as substantiated in accordance with (D) & (E), above, not to exceed ~~\$900,000~~\$850,000.

ARTICLE 5. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

A) The Proposer is required, if it is a foreign or out of state corporation or entity, to obtain and submit the required tax clearance certificate to NYSDOT to enable the processing of the payment of the Stipend Amount. It should be noted that any time taken to satisfy or furnish this tax clearance certificate shall extend any required payment date by an equal period of time.

B) Acceptance by the Proposer of payment of the Stipend Amount from NYSDOT shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against either of NYSDOT or the State of New York, or any of their officers, directors, agents, employees, representatives or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, the procurement process, any award of the Contract or any cancellation of the procurement.

ARTICLE 6. NYSDOT'S PROJECT MANAGER. The following person, or his/her successor, is NYSDOT's Project Manager:

Hunts Point Interstate Access Improvement Form SA
Project – Contract 3
PIN X731.65, Contract D900055

ITP - Appendix E
Addendum #10 August 5, 2022

Name: Jeff Moryl
Title: Project Manager
Address: 50 Wolf Road, 6th Floor, Albany, NY 12232
Phone: 518-457-4722
Email: Jeff.Moryl@dot.ny.gov

ARTICLE 7. PROPOSER'S PERSONNEL. The following person, or his/her successor, is the Proposer's Authorized Representative:

Name:
Address:
Phone:
Email:

ARTICLE 8. NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K CERTIFICATION. By execution of this Agreement, the Proposer certifies that all information the Proposer has provided to NYSDOT with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate. NYSDOT shall have the right to terminate this Agreement if NYSDOT finds that the certification made by Proposer in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete.

ARTICLE 9. MISCELLANEOUS TERMS.

A) All of the Proposer's team members and subcontractors shall be bound by the same provisions of this Agreement as the Proposer. All agreements between the Proposer, Proposer's team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NYSDOT.

B) Proposer may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of NYSDOT.

C) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.

D) If NYSDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or NYSDOT's right to subsequently enforce it.

E) New York law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Agreement.

F) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

G) All confidentiality provisions of the RFP shall continue to apply to the Proposer.

ARTICLE 10. POWER TO EXECUTE AGREEMENT

The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer, the Proposer's team members, and subcontractors to all terms and conditions of this Agreement, and that by executing the Agreement does so bind such entities.

New York State Department of Transportation

IN WITNESS WHEREOF, this Contract No. D900055 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the PROPOSER has duly executed this Agreement effective the day and year first above written.

In addition to the acceptance of this Agreement, the Department certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

RECOMMENDED BY

FOR THE PEOPLE OF THE STATE OF NEW YORK

By _____

NYSDOT CONTRACT MANAGEMENT

DEPARTMENT OF TRANSPORTATION

DATE: _____

DATE: _____

I certify that all information provided to the STATE with respect to the requirements contained in State Finance Laws 139j & 139k is complete, true and accurate.

By: _____

Date: _____

(ENTER FIRM NAME BELOW LINE,
AUTHORIZED SIGNATURE ABOVE)

APPROVALS

ATTORNEY GENERAL

THOMAS P. DINAPOLI
STATE COMPTROLLER

By: _____

By: _____

Date: _____

Date: _____

Acknowledgement for Contract # _____

For contracts signed in New York State

State of New York)

County of) ss.:

On the ____ day of _____ in the year 201__, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

My Commission Expires: _____

New York State Department of Transportation

For contracts signed **outside** New York State

State of _____)

County of _____) ss.:

On the _____ day of _____ in the year 201____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

_____ (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

(Signature and office of individual taking acknowledgement.)

Commission Expires:

ATTACHMENT 1 TO STIPEND AGREEMENT D

CERTIFICATION BY PROPOSER

I, _____, do hereby certify that I am the _____ of _____, for the work referred to in the forgoing payment request, that I am the person in whose name the foregoing account against the State of New York is rendered, that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named heretofore, and that the prices charged are just and reasonable; that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board or commission, by reason of the claimant having been allowed to sell to, incur expense for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board or commission has, or has had, any interest directly or indirectly in said articles, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

(Date)

(Signature)

CERTIFICATION BY DEPARTMENT

I, _____ (name), do hereby certify that I am the _____ (title) employed in the supervision of the work described in the attached Payment Request; that the materials, labor and services have been furnished and the work properly performed in accordance with the contract; and that payment in the sum of \$_____ can be made on this contract without detriment to the interests of the State, to the best of my knowledge and belief.

(Date)

(Signature)

FORM SCD
SCHEDULE OF CONTRACT DURATIONS

Table SCD - 1

OVERALL PROJECT COMPLETION (See Note 1 and 2)			
ACTIVITY	DURATION (Calendar Days past NTP)	BID DATE (MM/DD/YYYY)	LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Note 3 and 4)
PROJECT SUBSTANTIAL COMPLETION (See Note 1 and 2)			\$25,000
PROJECT COMPLETION (See Note 1 and 2)	-----		\$10,000

1. The Project Completion Date, to be included in the DB Agreement, Article 4.2, shall be defined by the number of calendar days past NTP as proposed by the successful Proposer and agreed to by the Department. Project Substantial Completion for the purposes of this Form SCD is defined as all construction activities completed, and no additional impacts to traffic, pedestrians, railroads, and subways. Remaining paperwork (i.e. As-Builts, close-out documentation, payments, and demobilization) may occur after the Project Substantial Completion date for the purposes of this Form SCD.
2. The Project Completion Date shall be computed by adding 90 calendar days to the Project Substantial Completion Date from Table SCD-1 and shall include complete demobilization from the work site(s).

The Design Builder's attention is directed to the fact that in no event shall the Project Substantial Completion Date in Table SCD-1 exceed 9/195/2025. In the event the Project Substantial Completion Date exceeds 9/195/2025, it will result in the determination of non-responsiveness.

3. Liquidated Damages will be assessed, in the amount indicated in Table SCD-1, for failure to achieve Project Substantial Completion and Project Completion as required.
4. Multiple Liquidated Damages may be assessed concurrently for failure to complete the required project work in accordance with the Design-Builder's SCD provisions. In the event multiple liquidated damages are being assessed due to the Design-Builder's failure to perform, the sum-total of the liquidated damages shall be capped at two hundred thousand dollars (\$200,000.00) per day.

Table SCD - 2a

INTERIM COMPLETION MILESTONES (See Note 5)				
PROJECT COMPONENT	DURATION (Calendar Days past NTP)	MILESTONE COMPLETION DATE (MM/DD/YYYY)	MANDATORY COMPLETION DATE	LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Notes 4 & 6)
WORK WITHIN AND ADJACENT TO AMTRAK ROW (See Note 7)			September 1, 2024	\$50,000
BRYANT AVE. PEDESTRIAN BRIDGE (See Note 8)			September 2, 2024	\$25,000

5. The Interim Completion Milestone Dates, as submitted by the Proposer and indicated in Table 2a, shall be defined by the number of calendar days past NTP as proposed by the successful Proposer and agreed to by the Department. Where applicable, the Milestone Completion Dates listed in Table 2a shall not exceed the respective Mandatory Completion Dates.

6. Liquidated Damages will be assessed, in the amount indicated, for each calendar day or partial calendar day due to failure to achieve the Milestone Completion Date of the Project Component as submitted by the Proposer and indicated in Table SCD-2a.

7. Work Within and Adjacent To Amtrak ROW is defined as all work that is directly within and adjacent to the permanent easement of the Amtrak ROW, including work directly within the Amtrak ROW, retaining wall repairs, the reconstruction of EB Bruckner Boulevard, the installation of primary and secondary shielding for the Bruckner Expressway rehabilitation along the Amtrak ROW from approximate STA BE 95+45 to approximate STA BE 113+45, and the construction of Ramp SN. Counting of Days will continue until all work is completed and no further Amtrak coordination is required, all Ramp SN and EB Bruckner Boulevard lanes and shoulders are fully open to traffic with no further disruption except minor shifts to achieve final project configuration , and the sidewalk on the south side of EB Bruckner Blvd. is constructed and open to pedestrian traffic.

This work includes but is not limited to: installation of primary and secondary shielding, retaining wall repairs within Amtrak ROW, retaining wall construction/modification and installation of fencing on top of retaining wall along Amtrak ROW, clearing, grubbing, demolition of Ramp N, construction of Ramp SN, and EB Bruckner Boulevard reconstruction from Barretto St. to the RR Bridge including all lanes, shoulders, sidewalks on the south side, drainage, utilities, signs, signals, and final pavement markings. This milestone does not include the following work: removal of Bruckner Expressway shielding adjacent to Amtrak ROW and superstructure repairs/painting on

the Expressway performed behind the shielding whether or not it requires Railroad Protection Services.

8. Bryant Ave. Pedestrian Bridge is defined as all temporary and permanent work associated with the replacement of the pedestrian bridge at Bryant Ave. Counting of Days will continue until all associated construction work is completed and the bridge is permanently opened to pedestrian traffic with no further disruptions. This work includes but is not limited to: foundations, substructures, superstructure, concrete deck, railing, fencing, and lighting.

The Bryant Ave. Pedestrian Bridge may only be closed to pedestrian traffic between June 24 – September 4, 2023, and June 22 – September 2, 2024. During the closure periods, pedestrians shall be detoured in accordance with the OCMC permit. Construction impacting PS 75 school yard shall be limited to one of the above summer construction periods.

Table SCD - 2b

IMPACTS TO TRAFFIC (See Note 9)			
PROJECT COMPONENT	TRAFFIC IMPACT DURATION (CALENDAR DAYS)		LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Notes 4 & 10)
BRUCKNER EXPRESSWAY RECONSTRUCTION (See Note 11)	Max Allowed 900		\$90,000
BRUCKNER BLVD RECONSTRUCTION (See Note 12)	Max Allowed 900		\$50,000
TEMPORARY BRIDGE (See Note 13)	Max Allowed 650		\$50,000

9. Traffic Impact Duration is defined as the number of consecutive Calendar Days between the date of the first traffic Impact Day for a given roadway and the date of the last Traffic Impact, in accordance with Notes 11, 12, & 13.
- a) Lane closures to collect engineering data in accordance with the OCMC Permit and the RFP may be performed without counting toward the Traffic Impact Duration provided no physical work of any kind is performed.
- b) Lane shifts may be performed on the Expressway without triggering the start of the Traffic Impact Duration provided that the number of existing lanes are maintained with minimum lane widths of 11'.

- c) It is the Department's understanding that WZTC devices, lane tapers, drops, etc. may extend into adjacent approach and departure deck and ramp areas that are not included in the Design-Builder's intended active work area. These adjacent WZTC devices will not initiate counting of a Traffic Impact Day on adjacent non-active work areas unless the Design-Builder commences with some permanent work associated with these adjacent approach and departure locations.
 - d) Landscaping work, including vegetative plantings, is excluded from the counting of Traffic Impact Days.
10. Liquidated Damages will be assessed, in the amount indicated, for each calendar day or partial calendar day due to failure to achieve all necessary work associated with the Project Component as submitted by the Proposer and indicated in Table SCD-2b.
11. Bruckner Expressway Reconstruction is defined as all work associated with the reconstruction and widening of the Bruckner Expressway, from Bent 129 to the bridge carrying the Bruckner Expressway over the Railroad, that is required to open all lanes of the permanent roadway in its final configuration. Counting of Traffic Impact Days will begin upon commencement of the setup of necessary WZTC devices to facilitate any construction work on the Bruckner Expressway within these limits, and will continue until all phases of construction, and all work associated with the reconstruction and widening of the Expressway have been completed, and all travel lanes and shoulders may be open to vehicular traffic, in their final configuration, with no further disruption. This work includes but is not limited to: bridge widening, concrete deck, new foundations, substructure replacement, superstructure replacement, new abutment, retaining walls, at-grade PCC pavement, permanent concrete bridge and median barriers, utility relocations, deck/pavement grinding and grooving, drainage, final pavement markings, signs, sign structures, bridge railing, and bridge lighting.
12. Bruckner Boulevard Reconstruction is defined as all work associated with the reconstruction of Bruckner Boulevard, from Bent 129 to the bridge carrying Bruckner Boulevard over the Railroad, that will impact traffic, pedestrians, and local businesses. Counting of Traffic Impact Days will begin upon the commencement of the setup of necessary WZTC devices to facilitate any construction work on the Bruckner Boulevard within these limits, and will continue until all construction work is complete including the relocation of utilities, and the roadways, sidewalks, and shared use path are permanently open to vehicular and pedestrian traffic in their final project configuration, with no further disruption. This work includes but is not limited to: installation and removal of temporary bridge, final pavement, pavement markings, signs, signals, shared use path, barriers, sidewalks, utilities, and street lighting.
13. Temporary Bridge is defined as the detouring of traffic onto a temporary bridge to facilitate stage construction of the Bruckner Expressway and/or the ramps to Sheridan Boulevard. Counting of Traffic Impact Days will begin on the first day traffic is detoured onto a temporary bridge, and will continue until the last day that a temporary bridge is used to carry traffic.

Table SCD-3

PROJECT IMPACTS TO RAILROADS (See Note 14 and 15)					
PROJECT COMPONENT	RAILROAD PROTECTION SERVICES BASE # OF SHIFTS (See Note 18)		RAILROAD PROTECTION SERVICES # OF SHIFTS PLUS 10% NO-SHOW (See Note 19 and 20)		LIQUIDATED DAMAGES AMOUNT (PER SHIFT) (See Note 4 and 21)
WORK WITHIN AND ADJACENT TO AMTRAK ROW (See Note 16)	Max Allowed 200		Max Allowed 220		\$20,000
BRUCKNER BLVD RECONSTRUCTION OVER NYCT TUNNEL (See Note 17)	Max Allowed 150		Max Allowed 165		\$10,000

14. **Design-Builder Failure to vacate the railroad track area, resulting in train service delays:** in the event the DB's labor, equipment, and/or material fail to clear up to permit on time train services to pass the project site for any reason and the train service is delayed, the DB shall pay to the Department Liquidated Damages in the Amount of \$2,000 per minute, per track, where the delay is experienced. Where tracks are de-energized, note that one hour shall be allotted for re-energization activities, prior to when the tracks shall be returned to service.
15. Project Impacts to Railroads is defined as any work requiring Railroad Protection Services from the Railroad to conduct work over and/or adjacent to a Railroad facility in accordance with Department, CSX, NYCT, and Amtrak guidelines.
16. Work Within and Adjacent to Amtrak ROW is defined as all work that is directly within and adjacent to the permanent easement of the Amtrak ROW, including work directly within the Amtrak ROW, the reconstruction of EB Bruckner Boulevard, the installation and removal of primary and secondary shielding for the Bruckner Expressway rehabilitation along the Amtrak ROW from approximate STA BE 95+45 to approximate STA BE 113+45, and the construction of Ramp SN, that requires Railroad Protection Services in accordance with the Project Requirements. This work includes but is not limited to: installation and removal of primary and secondary shielding, retaining wall repairs within Amtrak ROW, retaining wall construction/modification and installation of fencing on top of retaining wall along Amtrak ROW, clearing and grubbing within Amtrak ROW, demolition of Ramp N, construction of Ramp SN, and EB Bruckner

Boulevard reconstruction from Barretto St. to the RR Bridge including all lanes, shoulders, sidewalks on the south side of the Boulevard, drainage, utilities, signs, signals, and final pavement markings.

17. Bruckner Blvd. Reconstruction over NYCT Tunnel is defined as all work within the limits of WB Bruckner Blvd that requires NYCT Railroad Protection Services, in accordance with the Project Requirements. This work includes but is not limited to: temporary bridge installation and removal, construction of new foundations and substructures for Ramp SS, Bryant Ave pedestrian bridge, and WB Bruckner Expressway, pavement reconstruction, milling and resurfacing, sidewalk reconstruction, median reconstruction, drainage, and utilities.
18. A Railroad Protection Services Shift is defined as any Design-Builder work shift or partial shift that requires the presence of Amtrak protection personnel (flagger), NYCT protection personnel (flagger or inspector), and/or Amtrak ET personnel required for de-energizing or re-energizing the catenary lines. Regardless of whether the shift requires one or any combination of these services, for all or part of a shift, it shall be considered as one shift. A shift is defined to be an 8-hour work period for Railroad personnel. Note: Railroad Protection Services Shifts shall be counted at each location. Concurrent shifts (if permitted) shall be counted as a shift per work location.
19. A “**No-Show**” shift is defined as a work shift that requires Railroad Protection Services, is scheduled in accordance with Project Requirements, the availability of Protection Services is confirmed by the affected Railroads, and the Design-Builder is ready to work as scheduled, but work is delayed and qualifies as a reimbursable No Show event, or cancelled due to the No-Show of one or more Railroad Protection Services personnel. The Design-Builder shall anticipate a No-Show rate of 10%, in addition to the Base Number of Shifts bid, for Railroad Protection Services. No-Show shifts will not be counted against the number of Railroad Protection Services Shifts bid.

No Show Compensation: In the event the Design-Builder (DB) is delayed or had to cancel a work shift due to Railroad Protection Services No-Show, then the DB may be compensated for the actual, verifiable and reasonable costs associated to the field operation that experienced the No-Show impact. In the event the crew and/or equipment is redeployed, that redeployed crew time, and/or equipment time, is not eligible for compensation. The provisions of the Contract shall apply that govern Extra Work and Time Related Delays, Section 109-05, and the provisions of Notice & Record Keeping in Sections 104-06. Any No-Show compensation approved for payment by the Department’s Project Manager will be made with the Monthly Progress Payment utilizing Pay Item 800.04200015, Railroad No-Show Force Account Work.

No-Show Compensation shall be limited to field construction work scheduled to be performed during the No-Show Shift. No-Show Compensation provisions will not apply to operations other than construction work activities. (i.e., field survey, field engineering, field measurements, QC Inspection, field meetings, appointments with the

Railroad, etc. shall all be excluded from reimbursement and be defined as Non-Compensable under the terms of the contract for the purpose of this section.)

The reimbursement shall be calculated as follows:

$$= \frac{\text{Loss of work time due to "no show" in minutes}}{\text{Total work time available per shift in minutes}} \times \$X [\text{Design Builder's verifiable cost}]$$

*Whereby the ratio computed shall be greater then or equal to 0.15 to qualify as a reimbursable no-show event.

e.g. A delay in Railroad Protection Services results in a loss of 60 minutes of work time out of 180 minutes of available work time in an 8 hour shift (60 Minutes / 180 Minutes) = 0.33 > 0.15, therefore compensation is due for 1/3rd of the verifiable cost.

The No-Show Compensation amount is limited to a maximum amount compensable of \$5 million in the fixed price lump sum Item 800.04200015. In the event the full value of this item has been paid to the Design-Builder and additional 'No Show' events continue to occur, no further reimbursement for 'No Shows' will be paid by any provision of the Contract by the Department. The No-Show costs in excess of the maximum amount payable will be borne by the Design-Builder.

THE DESIGN BUILDER'S ATTENTION IS DIRECTED TO THE FACT THAT THE NO-SHOW COMPENSATION PROVISIONS AS CONTAINED IN NOTE 19 HEREIN, SHALL NOT APPLY TO RAILROAD PROTECTION SERVICES REQUIRED THAT EXCEED THE BASE NUMBER OF SHIFTS BID ENTERED INTO TABLE SCD-3.

20. The Design-Builder's CPM schedule, as well as the Durations bid in SCD-2a and SCD-2b, must account for the Float necessary to include a 10% No-Show rate in addition to the Base Number of Shifts bid in SCD-3.

In the event that the Railroad performance results in No-Shows less than 10% of the amount bid in the referenced tables, then no Time Related Delays will qualify as an excusable or compensable extension of time as a result of No-Shows. Notwithstanding this provision, and any other provision of the Contract including without limitation, DB 108-04, No-Show compensation may be compensable as stated in note 19 above.

In the event No-Show delays are the exclusive reason for delays to the project's Completion Date, as documented in a Time Impact Analysis, on the project Critical Path, and cause the project completion date to be delayed, they may be found to be excusable and compensable in accordance with the provisions of Section 109-05, notwithstanding the Contract limitation in DB 108-04.

Design Builder's CPM schedule requirements:

New York State Department of Transportation

The Design-Builder is required to add an additional schedule activity that represents the 10% Railroad No-Show allowance in the schedule. The activity description shall be **“Railroad No-Show”**.

The activity shall be added to each of the following CPM schedule work locations which are listed in Table SCD 3:

- Work Within and Adjacent to Amtrak ROW
- Bruckner Boulevard Reconstruction over NYCT Tunnel

The computed 10% value shall be used as the Railroad No-Show activity duration consistent with the 10% values computed in Table SCD-3. The activity logic shall be a finish to start with the last activity that completes the work at each location and will therefor extend the location's schedule duration. The Contract Substantial Completion date must not be exceeded. One day of Railroad No-Show will be counted as one day on the CPM activity regardless of the actual impact to the schedule.

21. Liquidated Damages will be assessed for each additional shift required by the Design-Builder at any of the Project Components in excess of the number of Railroad Protection Services Base Number of Shifts bid and indicated in Table SCD-3. Note that Liquidated Damages shall be assessed based on the Base Number of Shifts Bid, not the Number of Shifts Plus 10%.

The Proposer commits to meet the Contract Durations specified above.

PROPOSER	
SIGNED	
DATE	
NAME (printed or typed)	
TITLE	

FORM SP
SCHEDULE OF PRICES

Proposer: _____

Item #	Item Name	<u>Price</u> (1)
800.06000115	Design Build – Construction Work	
800.06000215	Design Build – Construction Work	
800.06000315	Design Build – Construction Work	
800.06000415	Design Build – Construction Work	
800.06000515	Design Build – Construction Work	
800.06000615	Design Build – Construction Work	
800.06000715	Design Build – Construction Work	
800.06000815	Design Build – Construction Work	
800.06000915	Design Build – Construction Work	
800.06080115	Design Build – Concrete Retaining Wall Repair Work – Directive Repairs	
800.06060115	Design Build – Concrete Substructure Repair Work – Directive Repairs	
800.06070015	Design Build – Concrete Substructure Repair Work – Unanticipated Repairs	\$1,000,000.00
800.06010115	Design Build – Steel Superstructure Repair Work – Directive Repairs	
800.06020015	Design Build – Steel Superstructure Repair Work – Unanticipated Repairs	\$1,000,000.00
619.22970011	Traffic Enforcement Agents	\$9,000,000.00
800.10000215	Design Build- Utility Related Work-Con Ed (Gas)	\$52,986.08
800.10000315	Design Build- Utility Related Work- Con Ed (Electric)	\$993,461.24
800.10000415	Design Build- Utility Related Work-ECS/Verizon	\$350,416.62XXXX
800.10000515	Design Build- Utility Related Work-Cablevision	\$8,029.72
800.0400110015	Design Build – Extra Work	\$25,000,000.00
800.04001215	Design Build – Extra Work – Unanticipated Sewer Repairs	\$2,000,000.00
800.04200015	Design Build – Railroad No-Show Force Account Work	\$3,000,000.00
	Subtotal A	

New York State Department of Transportation

800.05000015	Design Build – Site Mobilization (Maximum 4% of Subtotal A)	
	Subtotal B (Sum of Subtotal A and Site Mobilization)	
800.16000115	Steel/Iron Price Adjustment	\$4,000,000.00XXXX
800.01000015	Design Build – Design Services	
800.02000015	Design Build – Construction Inspection Services	
800.03000015	Design Build – Quality Control Services	
	TOTAL PROPOSAL PRICE	

Notes:

- 1.) Proposers shall complete Form SP using the excel spreadsheet located on the Department's Project web site.
- 2.) Subtotal B will be the value used to *calculate* the 30% Prime/DB self work requirement less any Self Performance Specialty Items included in Part 5 – Special Provisions.

Instructions:

- 1.) Enter Lump Sum Price for each Price Item in the white, non-shaded, cells.

FORM PA

STEEL/IRON PRICE ADJUSTMENT DECLARATION

(To be submitted with Volume 3 of Proposal)

Price Adjusted Feature	Features/Locations	Opt-In? (yes or no)
Material Spec 709-13 – <i>Stainless Steel Bar Reinforcement for Structures</i>	Concrete Decks, Approach Slabs, Barriers, and Substructures for: BIN 1066669, Ramp SN, Ramp SS	
Material Spec 709-04 – <i>Epoxy- Coated Bar Reinforcement for Structures</i>	Substructures for: BIN 1066669, Ramp SN, Ramp SS, <u>Bryant Ave Pedestrian Bridge</u> Retaining Walls At-grade Barriers and PCC Pavement	
Material Spec 715-01 – <i>Structural Steel</i>	Girders, Stiffeners, and Diaphragms for: BIN 1066669, Ramp SN, Ramp SS, <u>Bryant Ave Pedestrian Bridge</u>	

We/I, the undersigned, understand that by writing yes in the opt-in column, signing this form, we are declaring our intent to apply the Specification – Item 800.16000115 – Design-Build – Steel/Iron Price Adjustment and Special Provision SP-20 for Steel/Iron Price Adjustment to this Design-Build Contract and agree to comply with the terms and conditions for participation as stated in the aforementioned Specification and Special Provision. The signed Form PA shall be submitted with the Price Proposal.

Signed:

Printed
name:

Title:

Date:

(To be executed by the Proposer's designated Lead Principal Participant)

New York State Department of Transportation

For contracts signed in New York State

State of New York)

County of _____ ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My commission expires: _____

For contracts signed **outside** New York State

State of _____)

County of _____ ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____.
(insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

Notary Public

(Signature and office of individual taking acknowledgement)

My commission expires: _____

SECTION 14 STRUCTURES

14.1 SCOPE

The Design-Builder shall be responsible for all work necessary to complete the design and construction of all permanent and temporary structures required to complete the Project, including, but not limited to, bridge rehabilitation and widening, bridge replacements, retaining walls, barriers, sign structures, and miscellaneous structures. The design and construction of all structural systems and components shall provide functionality, durability, ease of maintenance and inspection, and safety.

The project will include rehabilitation, modification, construction, and/or demolition of the following structures:

- BIN 1066669 Bruckner Expressway from Bent 133 (Barretto Street) to Bent 142 (Hunts Point Avenue) – Rehabilitation including removal and replacement of concrete deck and concrete barriers, removal and replacement of bearings and concrete pedestals, removal and installation of overhead sign structures, bent repairs and modifications, concrete substructure protective sealing, structural steel repairs and modifications as needed, structural steel painting, and widening for new ramps SN and SS. Modify or replace existing diaphragms and their connections as required to accommodate changes in the roadway. At Bent 133, work also this includes new concrete pedestals, bearings, and any required modifications to support the proposed superstructure arrangement. For Bents 139, 140, and 141, the existing hammerhead piers that carry the WB Bruckner Expressway Ramp M shall be reconstructed, or extended as required, to meet the profile of the WB Bruckner Expressway.
- BIN 1066669 Bruckner Expressway from Bent 142 (Hunts Point Avenue) to Bent 165 – Demolition of viaduct including complete removal of the superstructure.
- BIN 1066669 Bruckner Expressway from Bent 143 (Hunts Point Avenue) to Bent 165 – Demolition and removal of bents 143 through 164; at Bent 165: removal of steel bolsters supporting existing Span 165, installation of concrete pedestals, bearings and any required modifications to support proposed ramps SS and SN.
- BIN 1066669 Bruckner Expressway from Bent 142 (Hunts Point Avenue) to new ML Abutment – Construction of new viaduct spans including retaining walls, foundations, Bent 142, 143A, 144A, 145A, and 146A, ML Abutment, structural steel, concrete barriers, concrete deck, structural steel painting and concrete substructure protective sealing.
 - For Bent 142, completely remove the existing capbeam that carries the SB Sheridan Blvd. and EB Bruckner Expressway, as well as the columns that support the capbeam down to at least 2 ft. below existing grade. Construct new column extensions and capbeams. The entire pier that carries the WB Bruckner Expressway Ramp M is to be removed to at least the top of footing and a new pier shall be constructed.
 - Bents 143A, 144A, 145A, 146A and ML Abutment are new construction and shall not reuse any existing foundation elements.
- Construction of new ramps SN and SS including foundations, piers, structural steel, concrete barriers, concrete deck, structural steel painting, and concrete substructure protective sealing.

shrubs shall be included in the existing tree inventory. The Design-Builder shall obtain acceptance from the Department's CQAE prior to the removal of any tree with a diameter breast height (DBH) of 6 inches or greater.

Vegetation outside the limits of disturbance shall be protected with temporary plastic barrier fence along the limit of disturbance line.

Disturbed areas shall receive topsoil and turf establishment. The type of topsoil and turf establishment, either roadside or lawn, will vary based on location.

15.3.2 Tree Replacement Factors

- A) Every live, deciduous tree greater than three inches diameter at breast height ("DBH") which is removed must be replaced with a total quantity of deciduous trees a minimum of 2 inch caliper (size measured 6 inches above the base of the tree) equal to the total DBH size of the tree removed. For example, a 10 inch DBH tree removed could be replaced with (5) two inch caliper trees or (2) three inch and (1) four inch caliper trees; however the replacement quantity will go down if larger caliper trees are used for replacement.
 - a. Every live, deciduous street tree in a tree pit smaller than three inches at breast height which is removed must be replaced with a total quantity of deciduous trees equal to the total DBH size of the tree removed at the following locations:
 - i. On Bruckner Boulevard between Barretto St. and Hunts Point Ave.
 - ii. On Longfellow Ave. between Whitlock Ave. and Aldus St.
- B) Every live, coniferous tree removed must be replaced with a total quantity of coniferous trees equal to the height and width of the tree removed. For example, a 20 ft high x 10 ft wide coniferous tree could be replaced by two (2) 10 ft high x 5 ft wide coniferous trees.
- C) Every live shrub, between 3 foot height and 6 foot height, removed must be replaced with a total quantity of shrubs equal to the quantity of shrubs removed.
- D) Each replacement tree should be the same genus and species of the tree removed unless the tree being removed was identified by the Design-Builder as an invasive plant species.
- E) The minimum replacement sizes shall be as follows: 2-inch caliper for major deciduous trees, 1.5-inch caliper for minor deciduous trees, 6-foot height for coniferous trees, 3-foot height for deciduous shrubs, and 2-foot height for evergreen shrubs.

15.3.3 Replacement Locations

Replacement planting may be located in the available right-of-way near the original locations of the trees that were removed.

Replacement planting may also be done near the right-of-way line or on private property. Planting on private property may only be done if private property owners provide written permission to the Design-Builder and agree to take over the long term care and maintenance of the plant material, and the appropriate release is obtained by the Design-Builder and in consultation with the adjoining property owner in accordance with NYSDOT EI 11-010.

A total of 7348 replacement trees are required. It is anticipated that these 48 trees can be planted within the project limits. Refer to the Indicative Plans for tree locations and species.

15.3.4 Proposed Planting

The Design-Builder shall not use invasive plant species for any of the proposed planting as required by the New York State 2012 Invasive Species Prevention Act, or a monoculture of plant species, to reduce the potential for disease or invasive insect species to eradicate the proposed planting. Planting shall be located in a manner that does not interfere with the safe use of travel

SECTION 21 DRAINAGE AND STORMWATER

21.1 SCOPE

The Design-Builder shall design and construct a storm water drainage system in accordance with both NYCDEP & NYSDOT design specifications as indicated. The proposed storm drain systems shall be designed to accommodate the required design flood frequency based on the Highway Functional Class of each facility per Chapter 8 of the NYSDOT HDM. The new NYSDOT owned drainage system within the Boulevard (e.g. frame and grate, manhole covers, pipe, bedding, catch basins, and manholes) shall conform with the NYSDOT standard details, design requirements and specifications. If required to be replaced, the NYCDEP owned drainage surface features at-grade within the Boulevard and local streets (e.g., frame and grate, manhole covers, catch basins, pipe, and bedding) shall conform with NYCDEP standard details, design requirements and specifications:

<https://www1.nyc.gov/site/ddc/resources/publications.page>

The Expressway and Ramps SS and SN drainage design and construction shall conform with the following:

1. NYSDOT Special Specifications for a closed drainage system, located in Part 8.
2. For at-grade drainage, provide reinforced concrete pipe per NYSDOT Specifications.
3. Stormwater management practices (SMPs) shall be designed and constructed to conform with the NYSDEC, NYSDOT, NYCDEP and manufacturer requirements and as outlined in the project SWPPP. SMP designs shall be coordinated with Contracts D900047 & D900051.

The Design-Builder shall conduct a pre-construction video inspection on existing NYCDEP and NYSDOT underground drainage facilities that are to remain within the limits of the project and a post-construction video inspection of the functioning underground drainage facilities after all drainage work, paving, and permanent construction work is completed. The inspections shall include all drainage facilities up to the nearest downstream manhole beyond the project limits. Prior to pre- and post-construction video inspections, the Design-Builder shall clean all new and existing drainage facilities (scuppers, storm drains, catch basins) to be inspected. The Design-Builder shall follow NYCDEP Sewer Standard Specifications Section 53.11 TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS. Extra care shall be taken during construction to protect the integrity of NYCDEP's existing sewer system inclusive of manholes, catch basins, sewers and system connections. Damage to the existing sewer systems within the duration of the contract shall be repaired/replaced to the satisfaction of NYSDOT's Project Manager at no additional cost to NYSDOT.

Video inspections were performed for certain NYCDEP-owned combined sewers in the westbound Bruckner Boulevard service road. Video Inspection Reports and videos are provided as reference documents. One segment of combined sewer was found to be damaged and in need of replacement. The location is shown in the Part 4 Utility Plans. If additional repair areas are identified in the NYCDEP-owned combined sewers beyond those included in Part 4, and the Department authorizes repair and/or replacement, these additional repairs will be paid for under Item 800.04001215 – Design-Build – Extra Work – Unanticipated Sewer Repairs.

Where drainage patterns will or must be changed from existing patterns, the Design-Builder shall be responsible for securing all necessary permits prior to construction of any drainage facilities.

- Permanent lighting system meeting the illumination requirements in Part 3 Section 17 for shared use path (pedestrian sidewalk/bike lane).

The existing bicycle path between Longwood Avenue and Hunts Point Avenue shall be maintained until the permanent bicycle path has been completed and accepted.

26.1 PEDESTRIAN AND SHARED USE PATHS

As shown in Part 6 - Directive Plans, medians and sidewalks with pedestrian and shared use paths shall be re-graded and a 4" thick layer of concrete sidewalk over 6" thick layer of subbase course shall be placed.

26.2 BIKE PATHS

As shown in Part 6 – Directive Plans, bike paths shall be overlayed with green color surface treatment in accordance with Item 601.04040011. Surface preparation shall be in accordance with Item 635.01030011. If bike paths are shown at roadway level, the pavement should be milled and resurfaced and then overlayed with green color surface treatment up to the limits shown on the roadway plans. Bike paths on medians and sidewalks shall be re-graded and a 4" thick layer of hot-mix asphalt shall be placed with green color surface treatment. Asphalt shall be 12.5 F1 HMA, 80 Series Compaction placed on 6" of subbase.

26.3 BIKE SHARING STATION

The existing bike sharing station located at Westbound Bruckner Boulevard and Bryant Avenue is to be removed. After construction is completed, a new bike share station will be installed near Hoe Avenue and 163rd Street median. The bike sharing station will be removed, relocated, and stored by NYCDOT. The Design-Builder will need to coordinate with NYCDOT for the location and installation of this new bike share station.

26.4 PIGMENTED CONCRETE

The Design Builder shall construct new Pigmented Concrete Sidewalks at the Hunts Point Avenue and Bruckner Boulevard intersection in accordance with Part 6 Directive Drawings.

- Pigmented Concrete shall meet the requirements in Part 3 Section 22 for Sidewalks.
- Pigmented Concrete Colors shall be:
 - AMS-STD 17773
 - AMS-STD 16251

26.5 SITE SALVAGED GRANITE PAVERS

The Design Builder shall remove and salvage existing granite pavers in the median between Barretto Street and Hunts Point Avenue and along Longfellow Avenue. Granite pavers shall be reset in between Barretto Street and Hunts Point Avenue and along Longfellow Avenue in accordance with Part 6 Directive Drawings. Additional granite pavers shall be removed, salvaged, and delivered to storage yards for reuse on other projects.

- Size: Existing pavers vary, approx. 7"-12" x 7"-12" x 3"-5"
- Setting Bed: Sand cement

- Joints: Mortared
- Quantity: in accordance with Part 6 Directive Drawing notes.
- Delivery address: in accordance with Part 6 Directive Drawing notes.

26.6 CONCRETE UNIT PAVERS

The Design Builder shall construct a Concrete Paver band around the planted area at the Whitlock Avenue and Longfellow Avenue Island in accordance with Part 6 Directive Drawings.

- Size: 6" x 6" x 2 3/8"
- Color and Finish: Charcoal Gray with Natural Finish
- Setting Bed: Bituminous
- Edging Material: 1/4" x 5" steel landscape edging with 15" steel stake. Color: Black

26.7 NYCDOT CITYBENCH

The Design Builder shall install metal benches along Bruckner Boulevard in accordance with the Part 6 Drawings and in accordance with the NYC Street Design Manual:

- Model: CityBench
- NYC Street Design Manual: <https://www.nycstreetdesign.info/furniture/citybench>

11) Security Camera Requirements:

- a. Total 17 IP Cameras with the following minimum specifications:
 - i. 10 MP, 1/3 in progressive scan
 - ii. Lens 3.8x(3.0mm to 9.00mm) variable focal length
 - iii. 350° Horizontal angle adjustment, 80° tilt
 - iv. 1 lux, f2.0 min illumination
 - v. Video motion detection
 - vi. Active tampering alarm
 - vii. Color to Black/White switching (Day/night) automatic switching IR cut filter mechanism
 - viii. Compression and frame rate H.264, MJPEG and MPEG-4 32fps each simultaneously
- b. Refer to Parking Lot reference documents for location of security cameras

12) Provide electric vehicle charging stations (Level 2 charge) for a minimum of 20 vehicles and 4 fast charging stations (Level 4 charge) meeting the following requirements :

- a. ConEd Electrical Requirements:
 - i. Approximately 1250 KVA of service
 - ii. Approximately 1,200 amps for the 4 DC fast chargers (480 volts each) and approximately 600 amps for 20 Level 2 chargers (208/220 volts).
 - iii. Existing Voltage: 120/208.
 - iv. Estimated 18 month required for installing at least one transformer and street reinforcement.
 - v. Location of Con Edison feed would be likely in the northwest corner of parking lot
 - vi. Location of Con Edison feed is preliminary and subject to change after full engineering study by Con Edison engineering
- b. Manufacturer or approved equal:
 - i. ABB
 - ii. BTC Power
 - iii. Signet EV
 - iv. Tritium
- c. Provide electrical transformer, distribution panels, circuit breakers, meters, disconnect switches, electrical box, junction boxes, bollards, concrete pad, wiring, and conduits as required for the installation.
- d. All electrical equipment shall be protected during constructions and after completion. Including the installation of bollards as needed.
- e. Field Tests shall be conducted after installation for operations.
- f. Refer to the Parking Lot Electric Vehicle References documents and Line Diagram for Electric Vehicle Charging Station for reference.

13) A minimum vertical clearance of 10 feet shall be maintained throughout the park and ride facility.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. #7B
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.:X731.65	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Bronx
Contract No.: D900055	

Project Description: Hunts Point Interstate Access Improvement Project Contract 3

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Altice USA (Cablevision)**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

The existing Cablevision facilities are to be maintained, supported, protected or adjusted by the above described project and are presently located in Bronx County, New York within the reconstruction limits of the Hunts Point Interstate Access Improvement Project. The Cablevision facilities are presently located within the New York State and New York City Right-of-Way as shown on the plans for the proposed transportation project are to be maintained, supported, and protected as follows for a Lump Sum amount of \$8,029.72.

Intersection of Bruckner Boulevard and Hunts Point Avenue

- Existing Cablevision-EM underground cable (145') running along Bruckner Boulevard WB south of Hunts Point Avenue from manhole in Bruckner Boulevard WB to ECS-Verizon Manhole at the intersection of Hunts Point Avenue and Bruckner Blvd WB.
- Existing Cablevision-EM underground cable (396') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Bruckner Boulevard WB and Hunts Point Avenue towards Southern Boulevard.
- Existing Cablevision-EM underground cable (396') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Bruckner Boulevard WB and Hunts Point Avenue towards Southern Boulevard.
- Existing Cablevision-EM underground cable (521') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Southern Boulevard to the intersection of Hunts Point Avenue and Bruckner Blvd EB.
- Existing Cablevision-EM underground cable (125') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd WB to the intersection of Hunts Point Avenue and Bruckner Blvd EB.
- Existing Cablevision-EM underground cable (354') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd WB to the intersection of Hunts Point Avenue and Garrison Avenue.

- Existing Cablevision-EM underground cable (229') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd EB to the intersection of Hunts Point Avenue and Garrison Avenue.
- Existing Cablevision-EM underground cable (229') running within Hunts Point Avenue from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd EB to the intersection of Hunts Point Avenue and Garrison Avenue.
- Existing Cablevision-EM underground cable (50') running across Bruckner Boulevard WB south of Hunts Point Avenue from vault in the sidewalk at 925 Hunts Point Avenue to manhole in Bruckner Blvd WB.

All Cablevision Facilities listed above run in ECS Conduit. Any work relating to these facilities will be coordinated between the NYSDOT CONTRACTOR and ECS.

- Existing Cablevision-EM underground conduit (210') running from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd WB to utility pole in the sidewalk on Bruckner Boulevard WB service road.
- Existing Cablevision-EM overhead cable running from riser at utility pole in the sidewalk on Bruckner Boulevard WB service road across sidewalk to 925 Hunts Point Avenue.

All Cablevision Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

NYSDOT Contractor Scope:

1. The NYSDOT Contractor shall support and maintain the following Cablevision facilities during installation of new curb and sidewalk on the north side of Bruckner Blvd WB, west of the Hunts Point Ave intersection:
 - Existing Cablevision-EM underground conduit (210') running from ECS-Verizon manhole at the intersection of Hunts Point Avenue and Bruckner Blvd WB to utility pole in the sidewalk on Bruckner Boulevard WB service road.
2. The NYSDOT Contractor shall modify work operations to avoid damaging utility poles, overhead lines and underground facilities.

II. **Financial Responsibility** (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- ☒ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- ☒ Contract let by the Commissioner.
- ☐ Contract let by the Owner, (check applicable statement, i.e., a or b)
- ☐ a. Best Interests of State.
- ☐ b. Utility not sufficiently staffed or equipped.
- ☐ By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- ☐ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☒ There is betterment described as follows:
- Maintain and protect Cablevision facilities
- ☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☒ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$ 8,029.72 to cover the cost of the betterment as described above.
- ☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**


The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- ☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- ☒ Contract documents : Contract number D900055
PIN X731.65
Plan sheets No. UTV-02
- ☐ Owner's plan sheets _____
- ☐ Owner's estimate sheets form No. _____
- ☐ Resolution dated _____, by _____
- ☐ Granting the State of New York authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via State-let contract.
- ☐ Authorizing deposit of funds by the owner.
- ☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>Mike Alexander</u>		<u>Sr VP, Construction</u>	<u>5/17/2022</u>
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

_____ For NYSDOT Commissioner of Transportation	_____ Title	_____ Date
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The FDNY Facilities listed above will be relocated as part of NYCDDC Contract P102-DELV and shall be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

Intersection of Bruckner Boulevard and Faile Street

- Existing 355' of FDNY conduit running from FDNY manhole at the intersection of Faile Street and Bruckner Boulevard WB towards Aldus Street.
- Existing FDNY manhole located at the intersection of Faile Street and Bruckner Boulevard WB.

All FDNY Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

- Existing 10' of FDNY conduit running from FDNY manhole at the intersection of Faile Street and Bruckner Boulevard WB to the fire alarm call box located at the southwest corner of Faile Street and Bruckner Boulevard westbound.
- Existing FDNY fire alarm call box located at the southwest corner of Faile Street and Bruckner Boulevard westbound.

All FDNY Facilities listed above will need to be relocated due to direct interference with proposed alignments.

NYSDOT Contractor Scope:

1. All Fire Department Work shall be done in accordance with the latest regulations, specifications and standards of The New York City Fire Department, under the direction of the Fire Department Engineer and the supervision of the Resident Engineer.
2. The construction of new fire communication facilities; removal, installation, relocation and resetting of existing Fire Department of New York (FDNY) facilities shall conform to Section 6.23— Fire Department Facilities of the New York City Department of Transportation Standard Highway Specifications.
3. The NYSDOT Contractor shall furnish and install one (1) new FDNY fire alarm post and subbase in the sidewalk at the corner of Faile Street and Bruckner Boulevard westbound- reference NYCDOT Standard Specifications, Section 6.23, Item No. 6.23 BA (Item No. 651.10010011), NYCDOT Standard Specifications, Section 6.23 Item No. 6.23 AB, BD (Item Nos. 651.11000011, 651.03040039) and NYCDOT Standard Specifications Section 6.23, Item Nos. 6.23 BFF, 6.23 BGSE, 6.23 BHE, and 6.23 BP) to complete the installation as shown on contract documents.
4. The NYSDOT Contractor shall leave ~~40~~20 feet of slack of 4 pair cable in a loop in existing Fire Department manhole at the intersection of Faile Street and Bruckner Boulevard and hermetically seal the end of the cable for the Fire Department Communication Electricians to cut and make splice. Pull the open ends of the cable up into fire alarm post and terminate in 16 wire terminal box.
5. The NYSDOT Contractor shall remove old fire alarm post and return to Fire Department storehouse after the contractor has installed the new fire alarm post and terminated the cables and the Fire Department Communication Electricians have spliced in the cables, transferred the fire alarm box and activated the new post.
6. Existing Manholes: NYSDOT Contractor to modify work methods to accommodate FDNY hardware during pavement milling and resurfacing operations.

FDNY Scope:

1. Fire Department personnel/Communication Electricians to make all live cable splices in the manholes and transfer the fire alarm box from the existing post to the new post.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. #6A
UTILITY WORK AGREEMENT – NYCDEP SEWER
DESIGN BUILD CONTRACT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: X731.65	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Bronx
Contract No.: D900055	

Project Description: Hunts Point Interstate Access Improvement Project Contract 3

necessitates the adjustment of utility facilities as hereinafter described, the owner, **New York City Department of Environmental Protection (NYCDEP)**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

It shall be noted that the Design Build Contractor will not be authorized or allowed to increase the stormwater or sanitary flow to the Hunts Point or Wards Island Wastewater Treatment Plants. The Design Build Contractor must maintain the existing capacity of the present system.

The final utility work agreement shall be consistent with the Design-Builder's proposal and their reuse/replacement of super structure elements.

Upon completion of the project, maintenance for the existing trunk lines, combined and sanitary sewer and drainage systems located along the local streets will be the responsibility of the NYCDEP.

The existing New York City Department of Environmental Protection facilities are to be abandoned, removed, protected/supported, or replaced as defined in this agreement.

I. Existing Facilities

The existing NYCDEP sewer facilities are to be relocated, abandoned, adjusted, maintained, supported, and protected by the above described project and are presently located in Bronx County, New York within the reconstruction limits of the Hunts Point Interstate Access Improvement Project. The NYCDEP facilities are presently located within the New York State Right-of-Way as shown on the plans for the proposed transportation project. The scope of the NYSDOT Design Builder's project is below.

Intersection of Bruckner Boulevard and Barretto Street

- Existing NYCDEP combined sewer with associated catch basins and manholes running within Bruckner Boulevard WB service road from Barretto Street to Tiffany Street. The sewer connects to the combined sewer running along Tiffany Street. The pipe is identified as circular 1907 12".

No impact is anticipated to the NYCDEP Sewer Facilities listed above.

- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Barretto Street from Bruckner Boulevard WB Service Road towards Southern Boulevard. The pipe is identified as circular 1907 15".
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB Service Road from Hunts Point Avenue towards Barretto Street. The pipe is identified as circular 1907 12".

All New York City Department of Environmental Protection Sanitary/Combined Sewer Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT Design-BUILDER.

NYSDOT Design Builder Scope:

The NYSDOT Design Builder shall permanently provide supplemental storm sewer facilities as required for proposed roadway/bridge work and in accordance with the New York State Department of Transportation Highway Design Manual (NYSDOT HDM) Chapter 8 and New York State Department of Environmental Conservation (NYSDEC). The alignment of the New York City Department of Environmental Protection facilities shall be coordinated with New York City Department of Environmental Protection and constructed in accordance to all applicable New York City Department of Environmental Protection standards by the NYSDOT Design Builder.

Intersection of Bruckner Boulevard and Hunts Point Avenue

- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB from Hunts Point Avenue to Aldus Street. The pipe is identified as circular 1907 12" in the vicinity of Hoe Avenue.
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB service road from Hoe Avenue to Aldus Street. This pipe is identified as unknown 1919 24" and circular 1919 VCP 24" in the vicinity of Hunts Point Avenue.
- NYCDEP Combined sewer (circular, VCP, 15") with associated catchbasins and manholes running along Hoe Ave. to the intersection of 163rd St. and Hoe Ave, where it connects to unknown 1919 24" combined sewer running within E 163rd Street.

All New York City Department of Environmental Protection Sanitary/Combined Sewer Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT Design-BUILDER with the exception of sewers to be replaced in-kind as noted below.

NYSDOT Design Builder Scope:

1. The NYSDOT Design Builder shall permanently provide supplemental storm sewer facilities as required for proposed roadway/bridge work and in accordance with the New York State Department of Transportation Highway Design Manual (NYSDOT HDM) Chapter 8 and New York State Department of Environmental Conservation (NYSDEC). The alignment of the New York City Department of Environmental Protection facilities shall be coordinated with New York City Department of Environmental Protection and constructed in accordance to all applicable New York City Department of Environmental Protection standards by the NYSDOT Design Builder.
2. In the RFP Phase, video inspections were performed on the NYCDEP-owned combined sewer in the westbound Bruckner Boulevard service road and portions of intersecting streets. A manhole-to-manhole segment (24" diameter VCP) was found to be damaged in Hoe Ave. near the intersection of 163rd St. and Hoe Ave. This length of 24" diameter VCP combined sewer shall be replaced by the Design Builder.

Intersection of Bruckner Boulevard and Faile Street

- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB service road from Hoe Avenue to Aldus Street. This pipe is identified as circular 1919 VCP 24" and egg 1919 CRTP 28"x42" in the vicinity of Faile Street.
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB from Hunts Point Avenue to Aldus Street. This pipe is identified as Circ 1919 VCP 15" and circular 1919 VCP 18" in the vicinity of Faile Street.
- NYCDEP Combined sewer (circular, unknown, 12") with associated catchbasins and manholes running along Faile St. to the intersection of Faile St. and Bruckner Boulevard WB service road, where it connects to the circular 1919 VCP 24" combined sewer.
- NYCDEP Combined sewer (circular, 1914 VCP, 12") with associated catchbasins and manholes running south on Bryant Ave. to the intersection of Bryant Ave. and Bruckner Boulevard WB service road, where it connects to the egg-shaped 1919 CRTP 28"x42" NYCDEP Combined Sewer.

All New York City Department of Environmental Protection Sanitary/Combined Sewer Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT Design-Builder.

- Short segment of NYCDEP combined sewer running within Bruckner Boulevard at Bryant Avenue, connecting to circular 1919 VCP 20" NYCDEP combined sewer in Bruckner Boulevard WB.
- NYCDEP Combined sewer (identified as circular CP 15" and circular 15") running from Bruckner Boulevard EB at Bryant Avenue, crossing Bruckner Expressway, and connecting to NYCDEP combined sewer (identified as circular 1919 VCP 20") between Bryant Avenue and Longfellow Avenue.

All NYCDEP Sewer Facilities listed shall be removed/abandoned BY NYSDOT Design-Builder.

NYSDOT Design Builder Scope:

The NYSDOT Design Builder shall permanently provide supplemental storm sewer facilities as required for proposed roadway/bridge work and in accordance with the New York State Department of Transportation Highway Design Manual (NYSDOT HDM) Chapter 8 and New York State Department of Environmental Conservation (NYSDEC). The alignment of the New York City Department of Environmental Protection facilities shall be coordinated with New York City Department of Environmental Protection and constructed in accordance to all applicable New York City Department of Environmental Protection standards by the NYSDOT Design Builder.

Intersection of Bruckner Boulevard and Longfellow Avenue

- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB service road from Hoe Avenue to Aldus Street. This pipe is identified as unknown 36"x24" in the vicinity of Aldus Street. At Aldus Street, the sewer main connects to the Arch 1898 Brick 132" x 117" sewer. This sewer main continues onto other sheets.
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB from Hunts Point Avenue to Aldus Street. This pipe is identified as circular 1919 VCP 20" and circular 1919 VCP 22" in the vicinity of Longfellow Avenue. At Aldus Street, the sewer main connects to the Arch 1898 Brick 132" x 117" sewer. This sewer main continues on to other sheets.

All New York City Department of Environmental Protection Sanitary/Combined Sewer Facilities

listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT Design-Builder.

- Existing NYCDEP sewer (15" circular) running from Bruckner Boulevard Eastbound across Bruckner Expressway at Longfellow Avenue.

All NYCDEP Sewer Facilities listed above shall be removed/abandoned BY NYSDOT Design-Builder.

NYSDOT Design Builder Scope:

The NYSDOT Design Builder shall permanently provide supplemental storm sewer facilities as required for proposed roadway/bridge work and in accordance with the New York State Department of Transportation Highway Design Manual (NYSDOT HDM) Chapter 8 and New York State Department of Environmental Conservation (NYSDEC). The alignment of the New York City Department of Environmental Protection facilities shall be coordinated with New York City Department of Environmental Protection and constructed in accordance to all applicable New York City Department of Environmental Protection standards by the NYSDOT Design Builder.

Intersection of Bruckner Boulevard and Whitlock Avenue

- Existing NYCDEP combined sewer (Arch 1898 Brick 132" x 117") with associated catchbasins and manholes running south across Whitlock Avenue and turning east and crossing Whitlock Avenue at Aldus Street.
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Bruckner Boulevard WB from Hunts Point Avenue to Aldus Street. This pipe is identified as circular 1919 VCP 20" and circular 1919 VCP 22" in the vicinity of Longfellow Avenue. At Aldus Street, the sewer main connects to the Arch 1898 Brick 132" x 117" sewer. This sewer main continues onto other sheets.
- Existing NYCDEP combined sewer with associated catchbasins and manholes running within Aldus Street from Longfellow Avenue to Whitlock Avenue. This pipe is identified as circular 1904 Unk 18". At the intersection of Aldus Street and Whitlock Avenue, the sewer main connects to the Arch 1898 Brick 132" x 117" sewer. This sewer main continues on to other sheets.

All New York City Department of Environmental Protection Sanitary/Combined Sewer Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT Design-Builder.

- Existing NYCDEP combined sewer (circular 15") running from Bruckner Boulevard Eastbound, across Bruckner Expressway, and connecting to the combined sewer running within Bruckner Boulevard WB at the intersection with Longfellow Avenue.

All NYCDEP Sewer Facilities listed above shall be removed/abandoned BY NYSDOT Design-Builder.

NYSDOT Design Builder Scope:

The NYSDOT Design Builder shall permanently provide supplemental storm sewer facilities as required for proposed roadway/bridge work and in accordance with the New York State Department of Transportation Highway Design Manual (NYSDOT HDM) Chapter 8 and New York State Department of Environmental Conservation (NYSDEC). The alignment of the New York City Department of Environmental Protection facilities shall be coordinated with New York City Department of Environmental Protection and constructed in accordance to all applicable New York City Department of Environmental Protection standards by the NYSDOT Design Builder.

UTILITY WORK AGREEMENT

REF. #6A

II. Financial Responsibility (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☒ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- ☒ Contract let by the Commissioner.
- ☐ Contract let by the Owner, (check applicable statement, i.e., a or b)
 - ☐ a. Best Interests of State.
 - ☐ b. Utility not sufficiently staffed or equipped.
- ☐ By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- ☒ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ There is betterment described as follows:
 - ☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
 - ☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$_____ to cover the cost of the betterment as described above.
 - ☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.

UTILITY WORK AGREEMENT

REF. #6A

- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- ☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- ☒ Contract documents : Contract number D900055
PIN X731.65
Plan sheets No. UTS-01 through UTS-05
- ☐ Owner's plan sheets _____
- ☐ Owner's estimate sheets form No. _____
- ☐ Resolution dated _____, by _____
 - ☐ Granting the State of New York authority to perform the adjustment for the owner.
 - ☐ Agreeing to maintain facilities adjusted via State-let contract.
 - ☐ Authorizing deposit of funds by the owner.
- ☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent	(Signature)	Title	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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HC140 PRELIMINARY UTILITY WORK AGREEMENT

EMPIRE CITY SUBWAY (ECS)

INDICATIVE UTILITY PLANS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. #5B
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.:X731.65	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Bronx
Contract No.: D900055	

Project Description: Hunts Point Interstate Access Improvement Project Contract 3

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Empire City Subway Company, Ltd (ECS)**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

The existing ECS facilities are to be maintained, supported, protected or adjusted by the above described project and are presently located in Bronx County, New York within the reconstruction limits of the Hunts Point Interstate Access Improvement Project. The ECS facilities are presently located within the New York State and New York City Right-of-Way as shown on the plans for the proposed transportation project and are to be maintained, supported, and protected as follows for a fixed price lump sum of \$350,416.62.

Intersection of Bruckner Boulevard and Hunts Point Avenue

- Existing composite 3-4" PL & FG (DE to DE) 120' ECS conduit running along the east side of Hunts Point Ave between Bruckner Blvd and Garrison Ave.
- Existing 6-3" CL and 6-4" PL 314.4' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to manhole 385-853-2.
- Existing 6-3" CL 445.7' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to manhole 385-853-3.
- Existing 6-3" CL and 2-4" PL 131.3' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-3.
- Existing composite 2-4" PL & FG 283.8' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to manhole 385-853-4.
- Existing abandoned 6-3" CL, approximately 75', ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to dead-end north of Hunts Point Ave bridge.
- Existing 2-4" PL & FG 418.4' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-4.
- Existing 9-4" PL 700' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to dead-end south of Hunts Point Ave bridge.

- Existing composite 2-4" PL & FG 785' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-5.
- Existing composite 3-4" PL & FG 210' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-4 to dead-end south of Bruckner Blvd.
- Existing 1-3" WD NYT 90033 conduit running south along the east side of Hunts Point Ave from manhole 385-853-3 to a property on the south east corner of Hunts Point Ave and Bruckner Blvd EB.
- Existing 1-3" WD NYT 39555 conduit from manhole 385-853-2 running east along the median of Bruckner Blvd WB for approximately 170' then turning south across Bruckner Blvd WB.
- Existing 24-3" CL 317' ECS conduit running along the north side of 163rd St from manhole 385-853-1 to manhole 381-814-1.
- Existing 1-3" IR NYT 41467 conduit running from manhole 381-814-1 at the intersection of Hoe Ave and E 163rd St to the northeast corner of Hoe Ave.
- Existing 18-3" CL & 6 RET 390.3' ECS conduit running along the west side of Hoe Ave from manhole 381-814-1 at the intersection of Hoe Ave and E 163rd St to manhole 381-814-2.
- Existing 1-3" IR, 183', ECS conduit running west along Bruckner Blvd WB from manhole 385-853-2 at the intersection of Hunts Point Ave and Bruckner Blvd WB to a service box west of the intersection of Hunts Point Ave and Bruckner Blvd WB.
- Existing 1-3.5" IR, NYT 27156, conduit running north from a service box in the roadway west of the intersection of Hunts Point Ave & Bruckner Blvd WB to 985 Bruckner Blvd.
- Existing 1-3" WD NYT 40271 conduit running west and then south along Bruckner Blvd WB from a service box west of the intersection of Hunts Point Ave and Bruckner Blvd.
- Existing 1-3" IR & WD NYT 43503 conduit running south across Bruckner Blvd from a service box in the roadway west of the intersection of Hunts Point Ave and Bruckner Blvd WB.
- Existing 1-2.5" IR NYT 27155 conduit running west then south across Bruckner Blvd from a service box west of the intersection of Hunts Point Ave and Bruckner Blvd WB to 974 Bruckner Blvd.
- Existing 1-3" IR, NYT 40271, conduit running west, then south across Bruckner Blvd from a service box west of the intersection of Hunts Point Ave & Bruckner Blvd WB to 976 Bruckner Blvd.
- Existing 1-3.5" IR NYT 80751, conduit running north from a service box in the roadway west of the intersection of Hunts Point Ave and Bruckner Blvd WB, to a pole on the sidewalk.
- Existing 8-12.7MM" ECS microconduit running diagonally across Bruckner Blvd WB from manhole 385-853-2 at the intersection of Hunts Point Ave & Bruckner Blvd WB, into and along the expansion joint between Bruckner Blvd WB north curb and the sidewalk slab up to a ground-level box on the sidewalk approximately 125' west of Hunts Point Ave's west curb.
- Existing 8-12.7MM" ECS micro conduit running from ground-level box on the north sidewalk of Bruckner Blvd WB to pole approximately 7' west of the ground-level box.
- Existing ECS manhole 385-853-2 located at the intersection of Hunts Point Ave and Bruckner Blvd WB.
- Existing ECS manhole 385-853-3 located at the intersection of Hunts Point Ave and Bruckner Blvd EB.
- Existing ECS manhole 381-814-1 located at the intersection of E 163rd Street and Hoe Avenue.
- Service box located west of the intersection of Hunts Point Ave and Bruckner Blvd WB, within the service road.
- Existing ECS ground-level box located in the sidewalk along Bruckner Boulevard WB in front of 925 Hunts Point Avenue.
- Existing aerial line and utility pole located in the north sidewalk of Bruckner Blvd WB starting approximately 130' from Hunts Point Ave's west curb.

All ECS Facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

NYSDOT Contractor Scope:

1. The contractor shall support and maintain the following ECS facilities during construction of 12" water main along the south side of Bruckner Blvd EB and Hunts Point Ave intersection:
 - Existing composite 2-4" PL & FG 283.8' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to manhole 385-853-4.
 - Existing 9-4" PL 700' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to dead-end south of Hunts Point Ave bridge.
 - Existing composite 2-4" PL & FG 785' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-5.
2. The contractor shall support and maintain the following ECS facilities during installation of catch basin and chute connection on the southeast corner of Bruckner Blvd EB and Hunts Point Ave:
 - Existing composite 2-4" PL & FG, 283.8', ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to manhole 385-853-4.
 - Existing 9-4" PL 700' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to dead-end south of Hunts Point Ave bridge.
 - Existing composite 2-4" PL & FG 785' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-5.
3. The contractor shall support and maintain the following ECS facilities during installation of new curb and sidewalk on the southeast corner of Bruckner Blvd EB and Hunts Point Ave:
 - Existing composite 2-4" PL & FG, 283.8', ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to manhole 385-853-4.
 - Existing 9-4" PL 700' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to dead-end south of Hunts Point Ave bridge.
 - Existing composite 2-4" PL & FG 785' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-5.
4. The contractor shall support and maintain the following ECS facilities during installation of catch basin and chute connection on the northwest corner of Hoe Ave and E 163rd St:
 - Existing 18-3" CL & 6 RET 390.3' ECS conduit running along the west side of Hoe Ave from manhole 381-814-1 at the intersection of Hoe Ave and E 163rd St to manhole 381-814-2.
5. The contractor shall support and maintain the following ECS facilities during installation of new curb and sidewalk on the northeast corner of Hoe Ave and E 163rd St:
 - Existing 1-3" IR NYT 41467 conduit running from manhole 381-814-1 at the intersection of Hoe Ave and E 163rd St to the northeast corner of Hoe Ave.
6. The contractor shall support and maintain the following ECS facilities during installation of new medians on the east side of Hunts Point Ave at Bruckner Blvd:
 - Existing 6-3" CL and 6-4" PL 314.4' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-1 to manhole 385-853-2.
 - Existing 6-3" CL and 2-4" PL 131.3' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-3.
 - Existing composite 2-4" PL & FG 785' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-2 to manhole 385-853-5.
 - Existing composite 2-4" PL & FG 283.8' ECS conduit running along the east side of Hunts Point Ave from manhole 385-853-3 to manhole 385-853-4.
 - Existing 1-3" WD NYT 39555 conduit from manhole 385-853-2 running east along the median of Bruckner Blvd WB for approximately 170' then turning south across Bruckner Blvd WB.
7. The contractor shall support and maintain the following ECS facilities during installation of new medians, and footings of temporary approach ramp, west of Hunts Point Ave:

- Existing 1-2.5" IR NYT 27155 conduit running west then south across Bruckner Blvd from a service box west of the intersection of Hunts Point Ave and Bruckner Blvd WB to 974 Bruckner Blvd.
 - Existing 1-3" IR, NYT 40271, conduit running west, then south across Bruckner Blvd from a service box west of the intersection of Hunts Point Ave & Bruckner Blvd WB to 976 Bruckner Blvd.
 - Existing 1-3" IR & WD NYT 43503 conduit running south across Bruckner Blvd from a service box in the roadway west of the intersection of Hunts Point Ave and Bruckner Blvd WB.
8. The contractor shall support and maintain the following ECS facilities during installation of footings and cribbing for temporary approach ramp east of Hunts Point Ave:
- Existing 1-3" WD NYT 39555 conduit from manhole 385-853-2 running east along the median of Bruckner Blvd WB for approximately 170' then turning south across Bruckner Blvd WB.
9. The contractor shall support and maintain the following ECS facilities during installation new curb and sidewalk on the southeast corner of Bruckner Blvd EB and Hunts Point Ave:
- Existing 18-3" CL & 6 RET 390.3' ECS conduit running along the west side of Hoe Ave from manhole 381-814-1 at the intersection of Hoe Ave and E 163rd St to manhole 381-814-2.
10. The contractor shall support and maintain the following ECS facilities during installation of new curb and sidewalk on the north side of Bruckner Blvd WB, west of the Hunts Point Ave intersection:
- Existing 8-12.7MM" ECS micro conduit located within the expansion joint between the curb and the north sidewalk slab west of the intersection of Hunts Point Ave & Bruckner Blvd WB up to a ground-level box on the sidewalk approximately 125' west of Hunts Point Ave's west curb.
 - Existing ECS ground-level box located in the sidewalk along Bruckner Boulevard WB in front of 925 Bruckner Boulevard.
 - Existing 8-12.7MM" ECS micro conduit running from ground-level box on the north sidewalk of Bruckner Blvd WB to pole approximately 7' west of the ground-level box
11. The NYSDOT Contractor shall modify work operations to avoid damaging utility poles and overhead wires.
12. The NYSDOT Contractor shall adjust the castings on ECS Manholes in areas of roadway and sidewalk reconstruction and roadway resurfacing including: 385-853-2, 385-853-3, 381-814-1, the service box within Bruckner Boulevard WB service road west of Hunts Point Avenue, and the ground-level box in the sidewalk along Bruckner Boulevard WB (approximately 125' west of Hunts Point Avenue's west curb). Facility casting shall match new sidewalk or roadway elevation.
13. The NYSDOT Contractor shall demolish and rebuild chimney and roof of manhole 385-853-2 in order to relocate the casting of the manhole away from the footprint of the new median of WB Bruckner Boulevard on the east side of Hunts Point Avenue. NYSDOT Contractor shall support and maintain all existing conduits connected to manhole 385-853-2.

II. **Financial Responsibility** (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- ☒ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- ☒ Contract let by the Commissioner.
- ☐ Contract let by the Owner, (check applicable statement, i.e., a or b)
- ☐ a. Best Interests of State.
- ☐ b. Utility not sufficiently staffed or equipped.
- ☐ By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

☐ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☒ There is betterment described as follows:

The NYSDOT Contractor shall support, maintain and adjust ECS facilities.

☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☒ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$ 350,416.62 to cover the cost of the betterment as described above.

☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- ☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- ☒ Contract documents : Contract number D900055
PIN X731.65
Plan sheets No. UTV-02
- ☐ Owner's plan sheets _____
- ☐ Owner's estimate sheets form No. _____
- ☐ Resolution dated _____, by _____
☐ Granting the State of New York authority to perform the adjustment for the owner.
☐ Agreeing to maintain facilities adjusted via State-let contract.
☐ Authorizing deposit of funds by the owner.
- ☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

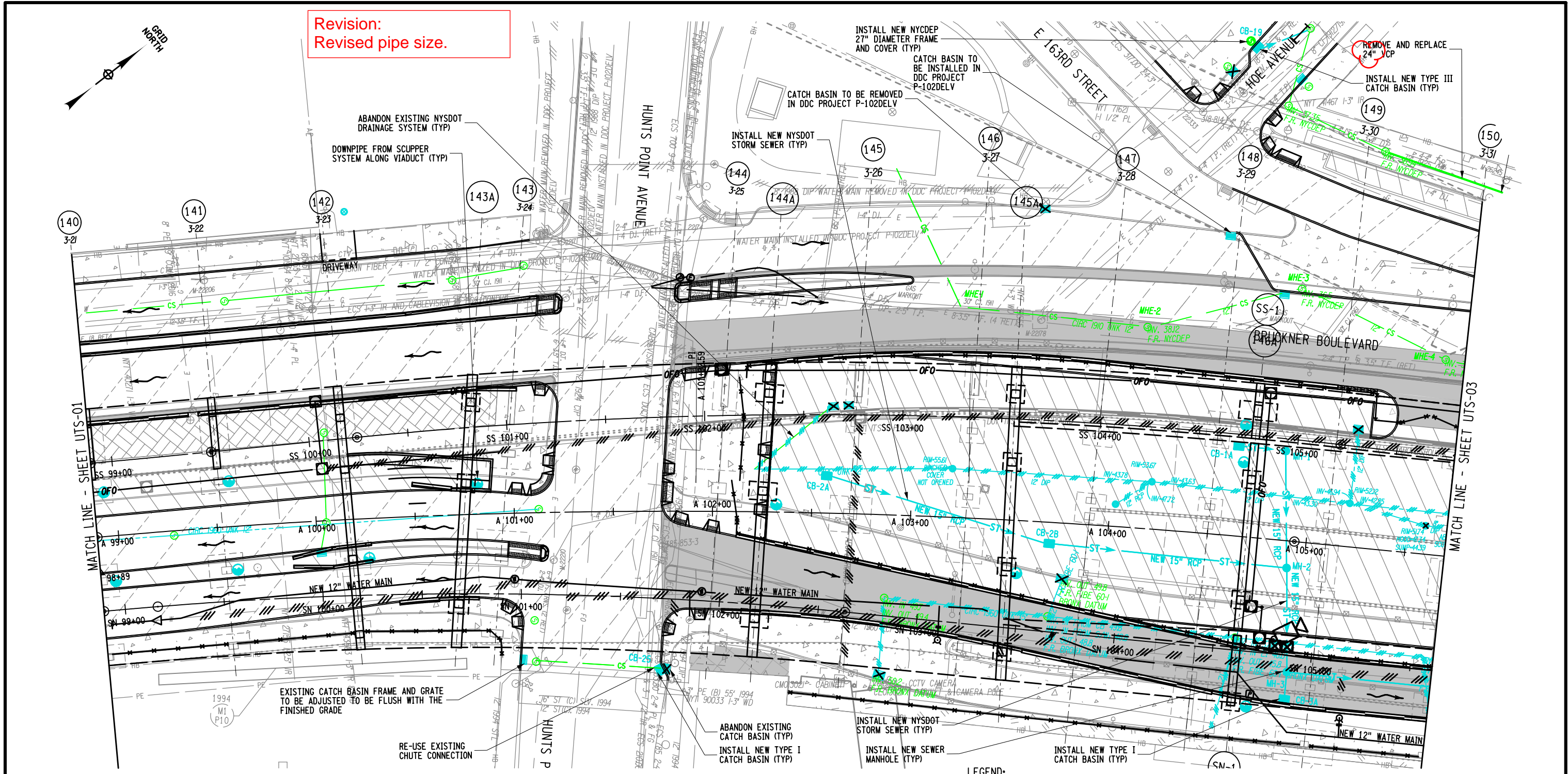
(Print/Type Name)Owner or Agent	(Signature)	Title	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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INDICATIVE UTILITY PLANS

FILE NAME = pwr/.../X73165.Hunts Point Truck Access - Contract 3/CAD/02 Dewberry/Civil/UTIL/X73165_CPH_UTS-102.dgn [DATE/TIME = 3-AUG-2022 10:41 USER = rnelson]

PROJECT MANAGER
CHECK
DRAFTING
CHECK
DESIGN
JOB MANAGER
DESIGN SUPERVISOR

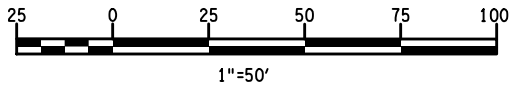


Revision:
Revised pipe size.

NOTE:
EXISTING NYCDEP FACILITIES WITHIN THE VICINITY OF THE PROJECT WILL BE SUPPORTED AND PROTECTED. SEE HC-140 FOR DETAILS.

AFFIX SEAL: ON:	ALTERED BY: ON:
<div></div>	

THE EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS WAS DERIVED FROM EXISTING NYSDOT AS-BUILTS AND/OR UTILITY COMPANY PLATES OR RECORDS. THIS INFORMATION IS DESIGNATED AS QUALITY LEVEL D (QLD), UNLESS OTHERWISE INDICATED ON THE PLANS.



UTILITY LEGEND:

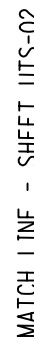
- | | |
|---------|------------------------------|
| — E — | - ELECTRIC |
| — FO — | - FIBER OPTIC |
| — F — | - FIRE DEPT. COMMUNICATIONS |
| — G — | - GAS |
| — TEL — | - TELEPHONE |
| — SA — | - SANITARY OR COMBINED SEWER |
| — ST — | - STORM SEWER |
| — W — | - WATER |

LEGEND:

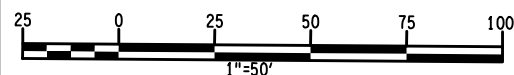
REFER TO ROADWAY PLANS FOR ADDITIONAL FEATURES (E.G. LANDSCAPE AREAS AND BICYCLE PATHS)

- | | | | |
|----------|---------------------------------------|----------|---|
| (43) | - NEW BENT NUMBER | — | - SURFACE WATER FLOW ON BRUCKNER BOULEVARD (AT ROADWAY GRADE) |
| 2/1 | - OLD BENT NUMBER | - - - | - APPROXIMATE LOCATION OF EXISTING IRT SUBWAY |
| [Symbol] | - PROPOSED CONCRETE SIDEWALK / MEDIAN | [Symbol] | - PROPOSED NEW FENCE |
| [Symbol] | - PROPOSED ASPHALT MEDIAN | [Symbol] | - PROPOSED CONCRETE BARRIER |
| | | [Symbol] | - CLEARING, GRUBBING AND PLACE GRAVEL |
| | | [Symbol] | - PROPOSED MILLING AND RESURFACING |
| | | [Symbol] | - PROPOSED PAVERS |

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT CONTRACT 3 FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD. COUNTY: BRONX REGION: 11	PIN X731.65	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED INDICATIVE PLANS UTILITY PLANS NYCDEP SEWER AND NYSDOT DRAINAGE	CONTRACT NUMBER D900055 DRAWING NO. UTS-02 SHEET NO.
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						
NEW YORK STATE OF OPPORTUNITY Department of Transportation						



THE EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS WAS DERIVED FROM EXISTING NYSDOT AS-BUILTS AND/OR UTILITY COMPANY PLATES OR RECORDS. THIS INFORMATION IS DESIGNATED AS QUALITY LEVEL D (QLD), UNLESS OTHERWISE INDICATED ON THE PLANS.



LEGEND:
REFER TO ROADWAY PLANS FOR ADDITIONAL FEATURES
(E.G. LANDSCAPE AREAS AND BICYCLE PATHS)

RES

- SURFACE WATER FLOW AT ROADWAY GRADE
- PROPOSED NEW FENCE
- PROPOSED CONCRETE BARRIER
- CLEARING, GRUBBING AND PLACE GRAVEL
- PROPOSED MILLING AND RESURFACING

- - - - - APPROXIMATE LOCATION
OF EXISTING IRT SUBWAY

[Solid Grey Box] PROPOSED PAVEMENT
RECONSTRUCTION

[Patterned Box] PROPOSED
FILL AREA

HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT	
CONTRACT 3	
FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD.	
COUNTY: BRONX	REGION: 1

BRIDGES

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

INDICATIVE PLANS
UTILITY PLANS
NYCDEP SEWER AND NYSDOT DRAINAGE

CONTRACT NUMBER D900055
DRAWING NO. UTS-03 SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Department of
Transportation

TABLE OF CONTENTS

SP-1.	SPECIAL PROVISION TO SECTION 100 OF NYSDOT STANDARD SPECIFICATIONS CONSTRUCTION AND MATERIAL	1
SP-2.	SPECIAL PROVISION TO SECTIONS 200 THROUGH 699 OF THE NYSDOT STANDARD SPECIFICATIONS CONSTRUCTION AND MATERIAL AND APPLICABLE NYSDOT SPECIAL SPECIFICATIONS	2
SP-3.	CRITICAL PATH METHOD SCHEDULE	5
3.1	Description.....	5
3.2	Definitions	5
3.3	Construction Details.....	9
3.3.1	Project Scheduler	9
3.3.2	Scheduling Software	9
3.3.3	Prestart Schedule Meeting	10
3.3.4	Progress Schedule	12
3.3.5	Progress Schedule Review and Analysis	31
3.3.6	Changes to Progress Schedule due to Added/Deleted/Changed Work:	<u>3334</u>
3.3.7	Failure to Submit Progress Schedules and/or Recovery Schedules	35
3.3.8	Recovery Schedule.....	<u>3536</u>
3.3.9	Float	<u>3536</u>
<u>3.3.10</u>	<u>Progress Schedule Updates and Weekly Status Reports.....</u>	<u>35</u>
3.4	<u>Progress Check Points and</u> Payment.....	36
SP-4.	MATERIALS APPROVAL PROCEDURES FOR DESIGN-BUILD PROJECTS	37
SP-5.	SPECIAL PROVISIONS FOR TESTING BRIDGE BEARINGS	39
5.1	Disc-Design Structural Bridge Bearings	39
5.1.1	Polyether Urethane Structural Element	39
5.1.2	Steel Plates	39
5.1.3	Stainless Steel	39
5.1.4	Polytetrafluoroethylene (PTFE) Sheet and Strip.....	39
5.1.5	Welding Procedure	39
5.1.6	Compression Strain	39
5.1.7	Sliding Coefficient of Friction.....	39
5.1.8	Rotation Test	40
5.2	Pot-Design Structural Bridge Bearings.....	40
5.2.1	Elastomeric Rotational Element	40
5.2.2	Steel	40
5.2.3	Stainless Steel	40
5.2.4	Polytetrafluoroethylene (PTFE) Sheet and Strip.....	40
5.2.5	Welding Procedure	40
5.2.6	Sliding Coefficient of Friction.....	40
5.2.7	Rotation Test	40

SP-3. CRITICAL PATH METHOD SCHEDULE

3.1 DESCRIPTION

The schedule submitted in accordance with DB Section 108-01 shall consist of preparing, maintaining and submitting a Progress Schedule using the Critical Path Method on Primavera P6 software, or newer release, which demonstrates complete fulfillment of all work including engineering, construction and administration of the Contract. All work to prepare and maintain the Progress Schedule shall be performed using the scheduling software application provided by the Department on network servers and accessed through the Internet with Department provided user accounts. The Design-Builder shall regularly revise and update the Progress Schedule, and use it in planning, coordinating, and performing all work. Schedule activities shall accurately depict the entire scope of work to be performed to complete the project including, but not limited to, all work to be performed by the Design-Builder, consultants, subcontractors, fabricators, suppliers, the Department, and others, contributing to the project. The Design Builder shall submit Monthly Progress Schedule Updates and Weekly Progress Schedule Status Reports.

3.2 DEFINITIONS

Activity - A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.

Activity, Controlling - The first incomplete activity on the critical path.

Activity, Critical - An activity on the critical path.

Actual Start date - At the activity level, the Actual Start date represents the point in time that meaningful work actually started on an activity.

Actual Finish date - At the activity level, the Actual Finish date represents the point in time that work actually ended on an activity (Note: in some applications areas, the activity is considered “finished” when work is “substantially complete.”); at the project level, the Actual Finish date represents the point in time that the Design-Builder completes all work on the Project and it is accepted by the Project Manager.

Baseline Progress Schedule - The Progress Schedule submitted by the Design-Builder that shows the plan to complete the Contract Work. The Baseline Progress Schedule represents the Design-Builder’s plan at the time of Notice to Proceed for completing the Project.

Completion Date, Contract - The date specified in the Contract for completion of the Project or a revised date resulting from properly executed time extensions.

Completion Date, Scheduled - The date forecasted by the Progress Schedule for the completion of the Project.

Constraint - A schedule restriction imposed on the Start or Finish date(s) of an activity that modifies or overrides an activity’s relationships.

Contemporaneous Period Analysis Method – A technique for evaluating schedule delays or time savings. The analysis period for the purpose of these provisions shall be monthly in each regular progress update to the schedule.

Critical Path – The activities being on the longest path. In a project network diagram, the series of activities which determine the earliest completion of the Project.

Critical Path Method (CPM) – A network analysis technique used to predict project duration by analyzing which sequence of activities (which path) has the least amount of scheduling flexibility (the least amount of float). A scheduling technique utilizing activities, durations, and interrelationships/dependencies (logic), such that all activities are interrelated with logic ties from the beginning of the Project to the completion of the Project.

Data Date – The date entered in the Project Details, in the Dates tab, which is used as the starting point to calculate the schedule. For the Baseline Progress Schedule submission the Data Date shall be the Notice to Proceed Date; for Monthly Progress Schedule submissions, the Data Date shall be the date up to which the Design-Builder is reporting progress and is as directed by the Department's Project Manager. (generally the last work day for the month, and for Weekly Status Reports the Data Date shall be the Saturday of that week). Everything occurring earlier than the Data Date is "as-built" and everything on or after the Data Date is "planned."

Deliverable – Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to an external deliverable, this is a deliverable that is subject to approval by the Department.

Design-Builder's First Day of Construction Work – The day the Design-Builder starts field work within the highway Right-of-Way, which is entered as a Start milestone activity in the schedule.

Design-Builder's Last Day of Work – The last day of physical work in the field, and the Design-Builder has demobilized (no longer has any presence within the highway right-of-way).

Design-Builder Work Day - A calendar day scheduled for active prosecution of Contract work by the Design-Builder or the Design-Builder's representative.

Draft Baseline Progress Schedule – An optional schedule submission that reflects an outline of the schedule format and content proposed by the Design-Builder's Project Scheduler to comply with the schedule provisions in the contract to solicit early comments by the Project Manager, prior to the submittal of complete Baseline Progress Schedule.

Duration, Original - The original estimated number of work days (not including holidays or other non-working periods) in which the work task associated with the activity is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the activity.) For certain activities such as concrete curing, or others approved by the Project Manager, the calendar shall not reflect non-work days.

Duration, Remaining - The estimated time, expressed in work days (not including holidays or other non-working periods), needed to complete an activity that has started but has not finished.

Early Completion Schedule - A progress schedule will be considered an early completion schedule when the schedule submitted by the Design-Builder indicates a completion date that is earlier than the specified Project Completion Date, or when the Finish date of any Interim Milestone work activity is earlier than the date specified in the Contract. This includes, but is not limited to, activities subject to Incentive/Disincentive provisions and/or specific Liquidated Damages provisions, and Lane Rental activities.

Early Dates – The earliest date an activity can start or finish based upon logic and durations. Calculated by the software application when scheduling the Project.

Enterprise Project Management Database (EPMD) – The Department's database of construction project Progress Schedules.

Final Baseline Progress Schedule - The plan, accepted by the Department, against which the Design-Builder's progress is measured. The Final Baseline Progress Schedule represents the plan, after Notice to Proceed is issued to the Design-Builder, of how procurement, design and construction is expected to proceed. Once the Final Baseline Progress Schedule is accepted by the Department's Project Manager it is saved and used as a basis to compare against Progress Schedules Updates.

Float Suppression - Utilization of zero free float constraints which allows an activity to start as late as possible by using all its' available free float. This technique allows activities to appear more critical than if the activity's total float was based on early dates. Assigning zero free float prevents true sharing of total float between Department and the Design-Builder. Utilization of overly generous activity durations and overly restrictive calendar non-working periods are also considered to cause float

suppression.

Float, Free - The amount an activity can slip without delaying the immediate successor activities. Free Float is the property of an activity and not the network path.

Float, Total - The amount of time an activity (or chain of activities) can be delayed from its early start without delaying the Project Completion Date. Total Float is calculated and reported for each activity in a network, however, Total Float is an attribute of a network path and not associated with any one specific activity along that path.

Fragnet – A subdivision of a project network diagram usually representing some portion of the Project.

Global data – Data classified by Oracle Primavera software as Global, including Project Codes, Global Activity Codes, Global Calendars, Resource Calendars, Global Filters, Resources, Global Reports, User Defined Fields and Unit of Measure.

Initial Baseline Progress Schedule - The Progress Schedule submitted by the Proposer that shows the plan to complete the Contract Work. The Initial Baseline Progress Schedule represents the Design-Builder's plan at the time of Proposal Due Date for completing the Project.

Key Plans - Key Plans are graphic representations made by the Design-Builder's Project Scheduler on paper copies of the appropriate Contract plan sheets that reflect the Design-Builder's planned breakdown of the Project for scheduling purposes to efficiently communicate the Design-Builder's activity coding scheme to State scheduling staff. The key plans prepared by the Design-Builder shall clearly define the boundaries of the work for each designated Area, the operations contained in various Stages of work, and work in the Work Zone Traffic Control (WZTC) Phases. The alphanumeric codes on the key plans shall match the code values for the activity code "Area", "Stage", and "WZTC Phase" in the Progress Schedule.

Late Dates –The latest an activity can start or finish without delaying the day of completion.

Longest Path - The sequence of activities through the Progress Schedule network that establishes the Scheduled Completion Date

Look-Ahead Schedule – A three week time segment generated from the accepted Progress Schedule that shows the actual work progressed during the previous one week and forecasts the work planned for next two week period following the Data Date.

Milestone – An activity with zero duration that typically represents a significant event, usually the beginning and end of the Project, milestones set forth in the Contract, construction stages, a major work package, or the Contract interim time-related clauses.

Narrative Report - A descriptive report submitted with each Progress Schedule.

Open End - The condition that exists when an activity has either no predecessor or no successor, or when an activity's only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.

Predecessor - An activity that is defined by Schedule logic to precede another activity. A predecessor may control the Start Date or Finish Date of its successor.

Progress Schedule – A general Primavera P6 Schedule as defined by this Special Provision.

Progress Schedule Delay - An event, action, or other factor that delays the critical path of the Progress Schedule and extends the time needed for completion of the construction project.

Progress Schedule Revision – Revisions to the Progress Schedule ensure it accurately reflects the current means and methods of how the Project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between activities; (b) changes in constraints; (c) changes to activity descriptions; (d) activity additions or deletions; (e) changes in activity code assignments; (f) changes in activity production rates; and (g) changes in calendar assignments.

Progress Schedule Update – Changes to the Progress Schedule that reflect the status of activities that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for activities commenced and not complete; and (c) Suspend or Resume dates for activities commenced and not complete.

Project Scheduler – The person with the skills and expertise that is responsible for developing and maintaining the Progress Schedule.

Projects Planned Start Date – The date entered in the Project Details, in the Dates tab, that reflects the Design-BUILDER's planned start of work (based on Contract requirements, and reasonable expectation for a Notice to Proceed) at the Proposal Due Date.

Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the Project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, calendar adjustments, or resource assignments.

Relationships - The interdependence among activities. Relationships link an activity to its predecessors and successors. Relationships are defined as:

Finish to Start - The successor activity can start only when the current activity finishes.

Finish to Finish – The finish of the successor activity depends on the finish of the current activity.

Start to Start – The start of the successor activity depends on the start of the current activity.

Start to Finish – The successor activity cannot finish until the current activity starts.

Scheduling/Leveling Report – The report generated by the software application when a user "Schedules" the project. It documents the settings used when scheduling the project, along with project statistics, errors/warnings, scheduling/leveling results, exceptions, etc.

Successor - An activity that is defined by Schedule logic to succeed another activity. The Start Date or Finish Date of a successor may be controlled by its predecessor.

Time Impact Analysis (TIA) – A technique to demonstrate the comparison of a time impact of a Progress Schedule revision prior to a change in the Contract work, against the current accepted Progress Schedule. Also known as a "What-If" analysis. A Time Impact Analysis is used to evaluate proposed changes to future work activities in the schedule.

Weekly Progress Schedule Status Report – Package of activity layouts ~~The report~~ generated weekly from the latest updated Progress Schedule in an electronic Adobe Acrobat PDF format that reflects an updated Data Date for that weekly period, and updated progress for that weekly period. The reports include multiple and various activity layouts as specified. Progress Schedule Update period.—The report shall be formatted to fit ANSI Size D or B paper, using the Weekly Status Report Layout. The ~~R~~reports shall be submitted to the Department's Project Manager in advance of, and used in, the weekly progress meetings.

Work Breakdown Structure (WBS) - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the Project. Each descending level represents an increasingly detailed definition of project components or work packages.

Work Package - A deliverable at the lowest level of the work breakdown structure. A work package contains activities.

3.3 CONSTRUCTION DETAILS

3.3.1 Project Scheduler

The Design-Builder shall designate an individual, entitled the Project Scheduler, who will develop and maintain the Progress Schedule. The Project Scheduler shall be present at the Prestart Schedule Meeting, prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule. The Project Scheduler shall attend all meetings, or receive meeting minutes that outline schedule related issues of those meetings, which may affect the CPM schedule, including but not limited to those between the Design-Builder and their consultants, subcontractors and between the Design-Builder and the Department. The Project Scheduler shall be knowledgeable of the status of all aspects of the work throughout the length of the Contract, including but not limited to: original Contract work, additional work, new work, and changed conditions of work.

3.3.2 Scheduling Software

The State will provide Primavera P6 software, or newer release, and computer system for use by the Project Manager to review the schedules submitted by the Design-Builder. The Department has installed Primavera P6 software, or newer release, on internet accessible servers for use by the Department's design and construction inspection staff. Appropriate Department personnel, Consultants, and Design-Builders will also have access to these schedules on the Department's Enterprise Project Management Database (EPMD). The Department will determine the location to store the Project Schedule files on the EPMD, and will provide the Design-Builder the naming convention for all Progress Schedule submissions. The Design-Builder shall develop, update, and revise the Progress Schedules using the Department provided Oracle-Primavera P6 software application and the Design-Builder shall store all Progress Schedule files on the Department's EPMD.

The Design-Builder shall submit [NYSDOT Primavera Access and NYSDOT AD Account Request Form](#)~~Request for Access Forms~~ to the Department's Project Manager for each proposed Primavera user to obtain the User ID's and Passwords for access to software and data on the Department's network servers. The form can be downloaded from the following web page:

<https://www.dot.ny.gov/divisions/engineering/design-buildprojectmanagement>,

<https://www.nysdot.gov/main/business-center/contractors/construction-division/primavera>,

or can be provided by the Project Manager. These forms may be submitted any time following the Contract [Designation](#)~~award~~. The Department will process these requests and should generally provide the User ID's and Passwords within two weeks of receipt by the Project Manager. Upon approval and authorization by the Project Manager and the Project Management Office, required User ID's and passwords will be provided to the Design-Builder (for the Project Scheduler plus other persons approved by the project Manager) to obtain secure Internet access to the Primavera software and project schedule data. If the Contract is not awarded to this firm, the firm's access to this Project will be removed. Department provided User Id's and Passwords are assigned to specific individuals and shall not be shared with any other users.

The Department will provide the Design-Builder with a schedule template for the Design-Builder's use in developing their Progress Schedule. The Design-Builder shall further develop, update, and revise the Baseline Progress Schedule using Primavera P6 software that has been loaded on the Department's network servers and the Design-Builder shall store all Progress Schedule files on the Department's network servers.

for shop drawings, working drawings, fabrication drawings, and Design-Builder supplied plans, procedures, and specifications.

Any submission of a Draft Baseline Progress Schedule should be accompanied by a written Narrative that provides details of the Calendar assignments of work days versus non-working days, outlines the sequence of planned operations to complete the Project Work, and provides the proposed Activity Codes and Code values to be assigned to activities in future submissions of Project Progress Schedules. The Department's Project Manager will review the logic diagram, coding structure, activity identification system, and Narrative; and provide comments for required changes by the Project Scheduler for implementation in the submission of the Baseline Progress Schedule. The Department's Project Manager will provide written comments on major deficiencies within five (5) Work Days of receipt.

3.3.4 Progress Schedule

3.3.4.1 General

In addition to the attributes of the Progress Schedule provisions as set forth in §108-01, the Design-Builder shall prepare, furnish, and maintain a computer-generated Progress Schedule using the Critical Path Method (CPM) utilizing Primavera scheduling software on the Department's network servers. The CPM Progress Schedule shall be prepared based on the principles defined by the latest issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America, except where superseded by the Contract documents such as the Regional CPM Special Notes (if applicable) and this Special Provision.

The Design-Builder and the Department shall use the Progress Schedule to manage the Work, including but not limited to the activities of the Design-Builder, subconsultants, subcontractors, fabricators, the Department, other involved State agencies and authorities, other entities such as utilities and municipalities, and all other relevant parties.

No field work shall commence, other than installation of the Engineer's Field Office, mobilization, procurement and administrative activities, installation of construction signs, installation of erosion and pollution protection, clearing and grubbing, field measurements, and survey and stakeout, ~~will be permitted to start~~ until the Final Baseline Progress Schedule has been accepted by submitted to the Department's Project Manager, ~~and the Department's Project Manager determines there are no deficiencies consistent with those identified in paragraph 5.3.5.1.~~

The Design-Builder will be the sole entity allowed to physically modify the following data within the Progress Schedule: activity IDs; activity descriptions; activity durations; relationships between activities; successors and predecessors, actual start and actual finish dates of activities; planned start and planned finish dates of activities; and activity resources (with the exception that activities assigned resources labeled to reflect Department personnel may be changed to reflect specific individuals, or job roles, within the Department).

The Department may modify certain data associated with the Progress Schedule to ensure conformance to the Department's Enterprise Project Management standard schedule format. This means that the Department may: create additional layouts, filters and reports; create and edit additional user defined custom data fields; assign Project Codes; add and assign additional project Activity Codes; add and assign additional Cost Account Codes; add and assign additional Resource Codes; enter data in Notebook tabs; modify calendar ID's (although not the calendar itself); etc; that do not alter the established activities or schedule logic of the Design-Builder. The Department's Project Manager will communicate to the Design-Builder the types and scope of

New York State Department of Transportation

The following activities, durations, and relationships shall be incorporated into the Progress Schedule:

Activity ID	Activity Description	Duration	Follows	Logic Tie	Responsible Party
<u>M00001</u>	<u>Proposal Due Date</u>	<u>0 – Start Milestone</u>	<u>----</u>	<u>==</u>	<u>Design Builder</u>
<u>C00020</u>	<u>Selection of Best Value</u>	<u>See contract documents</u>	<u>M00001</u>	<u>FS</u>	<u>NYSDOT</u>
C00035	Notification to Proceed (NTP)	<u>0 – Finish Milestone</u> <u>1 Work Days</u>	<u>C00020</u>	<u>FF</u>	NYSDOT
C00036	Get Start Meetings	1 Work Day	C00035	FS	NYSDOT
C00005	Pre-work Conference	1 Work Day	C00035	FS	NYSDOT
C00040	Prepare/Submit Safety & Health Plan	Minimum 1 Work Day	C00035	FS	Design Builder
C00045	<u>Review & Accept</u> Safety & Health Plan	10 Work Days	C00040	FS	NYSDOT
C00055	Set Up Engineer's Field Office	10 Work Days	C00035	FS	Design Builder
<u>M00500</u> M00050	Design-Builder's First Day of Construction Work	0 - Start Milestone	C00055, C00045	FS	Design Builder
C00060	Prepare & Submit Baseline Progress Schedule	10 Work Days from receipt of NTP	C00035	FS	Design Builder
C00065	Review Baseline Progress Schedule	10 Work Days	C00060	FS	NYSDOT
C00070	Accept Baseline Progress Schedule	1 Work Days <u>(see Note 1)</u>	C00065	FS	NYSDOT
C00075	Mobilization	Minimum <u>10</u> Work Days	M00050	SS	Design Builder
M00100	Field Work Begins	0 - Start Milestone	M00050 , C00055, C00060, C00070, C00075, M00500	<u>FF</u> <u>SS</u>	Design Builder
M00900	Substantial Completion	0 - Finish Milestone	See <u>contract documents</u> <u>definition</u>	FF	Design Builder
C09010	Other Agency Inspection	20 Work Days	M00900	FS	Others
C09020	NYSDOT Inspection	45 <u>20</u> Work Days	M00900	FS	NYSDOT
C09030	Punchlist work	45 <u>20</u> Work Days	<u>C09010</u> , C09020	FS	Design Builder

Activity ID	Activity Description	Duration	Follows	Logic Tie	Responsible Party
C09040	Demobilization	Minimum <u>10</u> Work Days	C09020, <u>C09030</u>	FS	Design Builder
M00950	Design-Builder's Last Day of Work	0 - Finish Milestone	C09040	FS	Design-Builder
M00999	Anticipated Project Completion	0 - Finish Milestone	M00950	FF	Design-Builder

Note ~~__ 1~~ ~~Acceptance Date shall not exceed 40 Work Days from Notice of Award.~~ The Logic Tie s shown shall be used as a relationship from the Predecessor to the Activity in the same row.

- iii) **Work Breakdown Structure (WBS)** - A multi level hierarchal WBS shall be incorporated. The levels (nodes) shall include, but not be limited to:

Level 1- is the project level; and shall have the project name.

Level 2- Shall have seven nodes, "REPORTING MILESTONES", "PLANNING", "DESIGN", "ROW", "PROJECT PROCUREMENT", "CONSTRUCTION", and "PROJECT MANAGEMENT"

Level 3- shall have three nodes under "CONSTRUCTION": "PRE-CONSTRUCTION"; "CONSTRUCTION OPERATIONS"; and "POST CONSTRUCTION/CLOSEOUT". In addition, shall have at least two nodes under Design: Design Unit design and review.

For all projects under "PRE-CONSTRUCTION" a fourth level of the WBS shall consist of at least the following four sub nodes: "GENERAL SUBMITTALS", "SHOP DRAWINGS", "PROCUREMENT/FABRICATION/DELIVERY", and "UTILITY COORDINATION".

Under the "CONSTRUCTION OPERATIONS" node, the grouping of activities may vary depending on the scope and nature of the project work. The Design-Builder shall coordinate with the NYSDOT Project Manager to determine the best way to represent (group activities) the project deliverables (i.e. Bridge, Roundabout, Highway segment, Interchange, Intersection, etc). The NYSDOT Project Manager may require sub nodes for AREA (geographic area within the project limits), STAGE, or for a bridge project SUBSTRUCTURE, SUPERSTRUCTURE, and DECK.

Generally Level 4 would be by geographic area within the project limits, Level 5 would be by highway feature (bridge, highway segment, intersection), Level 6 the highway features should be broken into their components; such as, a bridge into components such as Substructure, Superstructure, and Deck, or a highway segment into components such as pavement, drainage, earthwork, lighting, traffic signals, etc.

An example Work Breakdown Structure is shown below in Figure 1

All maintenance type work activities, such as maintaining temporary concrete barrier or rodent control, such be shown on the schedule with Start and Finish milestone type activities not task dependent activities.

- vii) **Activity Durations** – Define the Original Duration of each activity in units of whole work days, except for activities of less than one day duration which should be shown in units of tenths of a day. Except submittal/procurement activities, durations shall not exceed 15 work days unless approved by the Department's Project Manager. Durations for Department submittal reviews shall meet the requirements set forth in the Contract documents. If requested by the Department's Project Manager, the Design-BUILDER shall justify the reasonableness of planned activity time durations. Task Dependent activities shall not have zero durations.
- viii) **Production Rates** – For each non-administrative work activity in the schedule the Design-BUILDER shall enter the quantity of the predominate item of the work activity into the field labeled "PR Quantity", the Unit of Measure for that item in the field labeled "PR Unit", the anticipated production rate of the equipment and labor (crew) resources for that work activity in the field labeled "Production Rate / Day", and the associated duration for that work activity in the field labeled "PR Duration". These are all Activity level UDF fields, and can be found in the activity Layout named Contractor Production Rates. If requested by the Department's Project Manager, the Design-BUILDER shall furnish other information needed to justify the reasonableness of activity durations.
- ix) **Activity Relationships** - Clearly assign predecessors and successors relationships to each activity, and assign appropriate logic ties between activities (Finish to Start, Start to Start, Finish to Finish, etc). Do not have any open ended activities, with the exception of the first activity and last activity in the schedule. An activity may only appear once as a predecessor or successor to another specific activity, but may be assigned as a predecessor or successor to many different activities. Do not include inappropriate logic ties with Milestone activities (For a finish milestone activity: a predecessor shall only be assigned a Finish to Finish logic tie, a successor shall only be assigned a Finish to Start or Finish to Finish logic tie. For a start milestone: a predecessor shall only be assigned a Finish to Start or Start to Start logic tie, a successor shall only be assigned with a Start to Start logic tie). Lag time may not exceed 10 days for Start to Start or Finish to Finish relationships. The Design-BUILDER shall not use negative Lag times. The Design-BUILDER shall not use lags with Finish to start relationships.
- x) The Design-BUILDER shall assign the "Contract Award Date" activity as a predecessor to all Review and Approval type activities to be performed by Department staff.
- xi) **Activity Constraint Dates** – The Design-BUILDER shall not have any constrained activities, with the exception of contractual dates, unless the Department's Project Manager accepts such constraints in writing. Milestone activities shall be included for the Contract Award which shall have a primary constraint of "Finish On" and the date of Contract signature by the State Comptroller, and for the anticipated Project Completion Date which shall have a primary constraint of "Finish on or before" and the Project Completion Date indicated in the Contract documents. Only contractual/owner-designated constraints are allowed unless specifically authorized by this Special Provision or the Department's Project Manager. If used, only Constraints of type, "Finish on or Before", "Start on or After", or when deemed appropriate by the Engineer "As-Late-As-Possible" are acceptable.
- xii) **Activity Dates** – With the exception of contract Milestone dates, "Actual Start" and "Actual Finish" dates and "Planned Start" and "Planned Finish" dates, activity dates shall be calculated by the project scheduler tool within the Primavera software. No

frames when work is restricted in these sensitive areas as outlined in the permits issued by the regulatory agencies, and provided in the Contract documents.

- xv) **Activity Resources** —~~The Design-Builder will generally not be required to assign labor or material resources in the Resource Dictionary, or assign them to Schedule activities. The Design-Builder will not be required to assign costs to resource assignments in the Schedule.~~—The Design-Builder is required to enter the major equipment resources to the appropriate activities in the Schedule, these shall include pile drivers, large cranes, asphalt paving equipment, and concrete finishing machines.

It shall be the Design-Builder's responsibility to assure the activity logic in the Schedule properly reflects their resource limitations. If the Design-Builder anticipates multiple crews for the same Schedule activity, these resources shall be documented in the Schedule narrative. As an activity can have only one responsible party, no activity shall involve multiple crews comprised of the Design-Builder and a subcontractor, or multiple subcontractors.

- xvi) **Activity Codes** – The Design-Builder shall include a well-defined activity coding structure that allows activities to be sorted and filtered. Activity Codes shall be developed and assigned as needed by the Project Manager to facilitate the use and analysis of the Schedule.

- No Global Activity Codes shall be incorporated in any Progress Schedule submission to the Department's Project Manager except those established by the Department.
- The Design-Builder shall assign the appropriate activity code values to each activity in the Progress Schedule for the following Global Activity Codes that are in the Department's enterprise database:
 - 1) RESPONSIBLE PARTY (DOT GLOBAL)
 - 2) STAGE (DOT GLOBAL)
 - 3) AREA (DOT GLOBAL)
 - 4) TYPE OF WORK (DOT GLOBAL)
 - 6) CHANGED (ADDED/DELETED) WORK (DOT GLOBAL)
 - 7) TIME Related Clauses (DOT GLOBAL)
 - 8) DELAY (DOT GLOBAL)
 - 9) DBE (DOT GLOBAL)
- Additional Activity Codes developed for specific projects shall be established as Project Activity Codes. As a minimum this shall include the following:
 - 1) SUBCONTRACTOR

- xvii) **Activity Code Values** – Each Activity Code shall be broken down into various Activity Code Values that are then assigned to activities. For example, the Activity Code "Stage" shall include a hierarchal arrangement of Activity Code Values as shown below in Figure 2:

- **APPENDIX 2 – Progress Schedule plot.** This appendix in Adobe Acrobat PDF file format, formatted to fit ANSI Size B (Ledger) paper (11 inch x 17 inch) (279 mm x 431 mm) paper, printed with Landscape orientation, shall be included with the narrative as a separate file.

Appendix 2 to the narrative shall be an electronic schedule plot (Adobe Acrobat format) using the Global Layout named “Baseline Schedule submission”, with activities sorted by Start Date in ascending order, Grouping of activities by WBS, and only the “Longest Path” filter applied. This plot shall provide a clear critical path from the Data Date to the last activity in the schedule. Graphical representations shall be shown at a suitable scale to be legible and readable.

- xxi) **List of Submittals** – The Design-Builder shall submit with the Progress Schedule a list of all Submittals (i.e. – design plans, project specification, shop drawings, required permits, erection/demolition plans, Health and Safety Plan, Reference Part 3, Section 2.3, etc.) generated from the Baseline Progress Schedule for review and acceptance by the Department’s Project Manager. The Design-Builder shall use a Filter to limit the schedule activities shown in the report to only the prepare/submit, and review/approve activities related to submittals. The report shall be in Adobe PDF format and transmitted to the Project Manager by email. This list shall be revised and updated monthly with each schedule submission.

e) Schedule Submission

- i) Within the timeframe indicated in Table 2 column 1, submit one electronic copy of the Baseline Progress Schedule in a Critical Path Method (CPM) format for the Department Project Manager’s review and acceptance.

TABLE 2 (IN WORK DAYS)		
Timeframe from receipt of Notice <u>to Proceed of Award</u> to Submission of complete Baseline Schedule. (Column 1)	Timeframe for Department Project Manager’s Review (Column 2)	Timeframe from Notice <u>to Proceed of Award</u> to acceptance by the Department’s Project Manager not to exceed (Column 3)
10	10	40

- ii) The Department’s Project Manager will review the schedule and return it, accept it with comments, or reject it within the timeframes indicated in Table 2 column 2, following the date of receipt of the Design-Builder’s submission.
- iii) If the schedule is returned with comments, the Design-Builder shall address all comments and revise the schedule as necessary. The Design-Builder shall complete the Final Baseline Progress Schedule and obtain the acceptance of the Department’s Project Manager within the timeframe required in Table 2 column 3.
- iv) If the schedule is accepted by the Department’s Project Manager without any comments, the Design-Builder shall copy the schedule and rename it for submission as the Final Baseline Progress Schedule.
- v) In no way does the Baseline Progress Schedule modify the Contract documents.
- vi) The Design-Builder shall assign appropriate Activity Codes and provide custom Layouts, Filters, and/or report formats necessary to allow the Project Manager to

generate a report from the each Progress Schedule submission of all submittals required under the Contract (i.e., shop drawings, required permits, erection/demolition plans, etc). The list shall show scheduled submission date, review date, and acceptance date for each submittal and identify the earliest activity affected by each of these submittals. This list shall be generated from each Progress Schedule submission until all such activities are completed.

3.3.4.3 Final Baseline Progress Schedule

- a) If the Baseline Progress Schedule is returned to the Design-Builder with comments, the Design-Builder shall make a copy of the schedule and rename it as the Final Baseline Progress Schedule with comments addressed and revisions made as necessary. The Design-Builder shall complete the Final Baseline Progress Schedule and obtain acceptance of the Department's Project Manager within the timeframe required in column 3 of Table 2, or within one week of the Design-Builder's receipt of the final comments by the Department's Project Manager, whichever is sooner.
- b) The Department's Project Manager will review the schedule and return it, accepted or with comments, within 5 Work days following the date of receipt of the Design-Builder's submission.
- c) The Final Baseline Progress Schedule must be "accepted" or "accepted as noted" by the Department's Project Manager prior to the Department evaluating any Design-Builder disputes associated with time impacts. This does not preclude the Design-Builder from submitting a dispute while the schedule is being reviewed for acceptance.

3.3.4.4 Monthly Progress Schedule Submissions.

- a) First Monthly Progress Schedule Submission – Within three Work Days following acceptance of the Final Baseline Progress Schedule ~~or the closing date for the first month's contract payment period whichever is later~~, the Design-Builder shall perform a Progress Schedule Update to reflect the status of all activities where work was performed in the time period between the start of work and acceptance of the Final Baseline Progress Schedule. This shall include actual dates entered in the Actual Start and Actual Finish columns, and Remaining Duration for activities where work has commenced but has not been completed, in addition the Design-Builder shall incorporate any Progress Schedule Revisions that reflect any changes in how future work activities are to be completed.
- b) Subsequent Monthly Progress Schedule Submissions - On a monthly basis, the Design-Builder shall submit a copy of the current Progress Schedule that includes all Progress Schedule Revisions and Progress Schedule Updates to reflect the actual and planned prosecution and progress of the contract work. Progress Schedule Updates shall reflect the status of activities that have commenced or have been completed, including the following items: (a) actual dates in activity Actual Start and Actual Finish columns as appropriate; (b) actual Remaining Duration for activities commenced and not complete; and (c) actual activity Suspend or Resume dates for activities commenced and not complete. Progress Schedule Revisions reflect modifications made to activities in the current project baseline schedule in any of the following items: (a) activity Original Duration; (b) changes in logic connections between activities; (c) changes in Constraints; (d) changes to Activity Descriptions; (e) activity additions or deletions; (f) changes in Activity Code assignments; (g) changes in Calendar assignments, (h) Productivity Rates. All "Out of Sequence" activities noted in the scheduling log shall be corrected to reflect the current construction operations.

When preparing a formal submission of the Progress Schedule, the Design-Builder shall make a copy of the current Progress Schedule and name it according to the file naming convention provided by the Department in Table 1.

- c) Additional Schedule Requirements - In addition to the schedule requirements detailed for the submission of the Baseline Progress Schedule, the following shall be provided by the Design-Builder:
 - i) Data Date - the "Data Date" shall be the date the Project Scheduler last edits the schedule prior to submission to the Department's Project Manager. ~~(generally the last day of the month).~~ The Project Scheduler shall enter the Data Date through the Schedule (F9) tool.
 - ii) Activity Status Tab -
 - a. Durations – the Original Duration shall not be changed without prior written justification by the Design-Builder, and written approval by the Department's Project Manager. The Design-Builder shall edit the Remaining Duration to reflect progress made on work activities, and shall not use Duration %. If a proposed change to Original Duration is due to additional or changed work to the contract the Design-Builder shall instead add an activity to reflect this additional work, and assign the appropriate Activity Code. The Design-Builder shall not use zero durations for Task Dependent activities.
 - b. Started and Finished dates – for each activity where work was begun during the month, the Design-Builder shall check the box adjacent to Started and enter the date the work began. For each activity where work was completed during the month, the Design-Builder shall check the box adjacent to Finished and enter the date the work was completed.
 - c. Suspended work – The first time that work has been suspended on a schedule activity, the Design-Builder shall enter the Suspend and Resume fields within the Project Details under the Status tab. For any subsequent suspensions of work to that activity the Design-Builder shall break that activity into two or more activities to accurately reflect the suspension and resumption of work dates in the field, and to more accurately reflect the relationship to other work activities.
 - iii) Calendars – To change a Project calendar for activities scheduled in the future, the Design-Builder shall copy the calendar and use a revised name that includes a reference to which Monthly Update the change was incorporated (i.e. - D260000 - Concrete Calendar should be revised to D260000 – 2 - Concrete Calendar to reflect the 2nd Monthly Update when the change was made to the calendar). The reason for the change in the calendar shall be documented in the Narrative.
 - iv) Notebook Tab –
 - a. Delays - For any activities on the critical path that are delayed during this monthly reporting period, the Design-Builder shall enter the dates the activity was delayed and the reason for such delay in the Notebook tab of that activity.
 - b. Activity Changes – For any changes to activity logic, calendar assignments, suspended work, added or revised lag periods or constraints the Design-Builder shall document the change and reason in a Notebook Topic for that activity by assigning the appropriate "Progress Submission # Revision" and describing the changes.

clearly indicate the project critical (longest) path, with logic lines. Graphical representations shall be shown at a suitable scale to be legible and readable.

xiv) The following appendix in Adobe Acrobat PDF file format, formatted to fit standard ANSI A (Letter) size paper (8.5 inch x 12 inch) (215 mm x 279 mm) paper, printed with portrait orientation, shall be included with the narrative as a separate file.

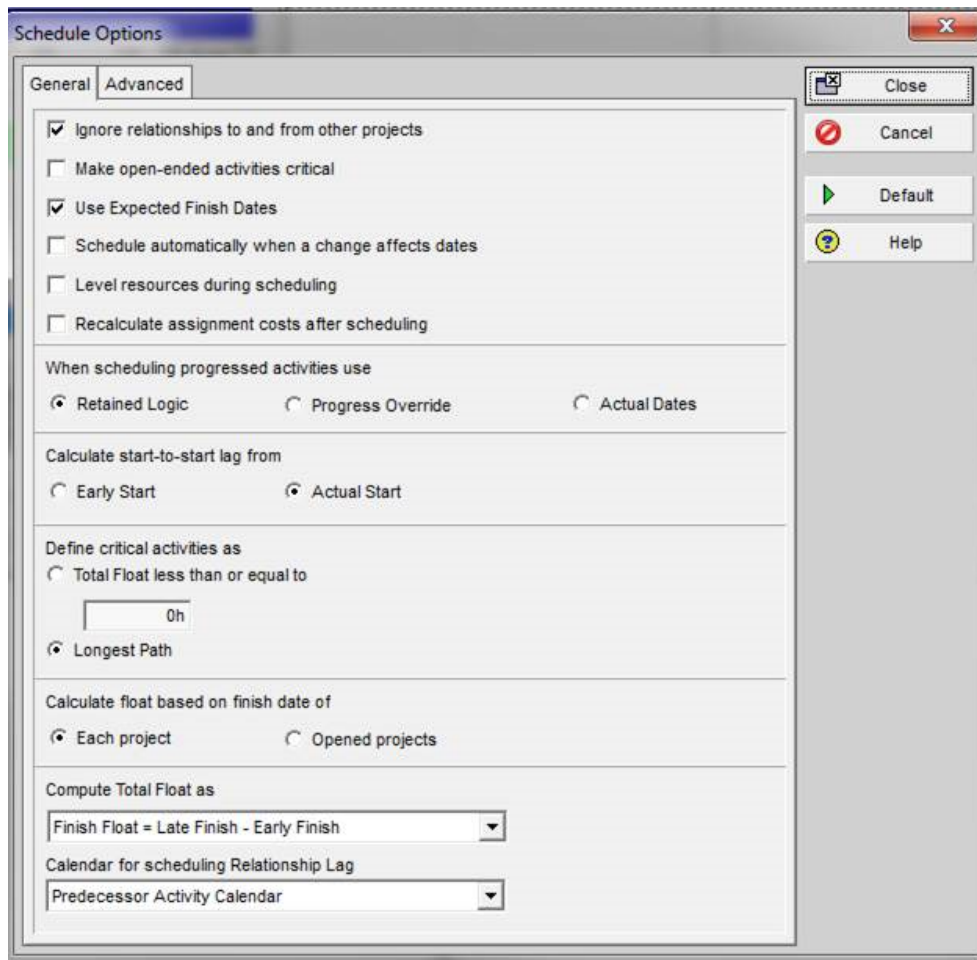
- APPENDIX 3 – A complete Scheduling/Leveling Report file generated by the Department's Primavera scheduling software application which includes the Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, # of Activities, # of Activities Not Started, # of Activities In Progress, # of Activities Completed, # of Activity Relationships, and # of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

e) For any contract time extension requests the Design-Builder shall include: a Time Impact Analysis (TIA) for any changes to the schedule for future work for such issues as Added Work, VECP, or Changed Conditions; and a Delay Analysis that documents all delays from the Contract Award to the current date that is based on critical path delays that occurred when comparing subsequent Monthly Progress Schedule submissions and the supporting delay documentation in the Monthly Schedule Narratives.

f) Monthly Progress Schedule Submission - The Design-Builder shall submit the Monthly Progress Schedule to the Department's Project Manager with a regularly recurring data date, as specified by the Department's Project Manager~~at the end of each month~~. The schedule submission to the Department's Project Manager shall be made within three (3) Work Days of the Data Date ~~(last day of the month)~~, whether or not the Department's Project Manager has accepted the previous Monthly Progress Schedule submission. Schedule submittals will only be considered complete when all documents and data have been provided.

Immediately prior to submitting the schedule the Project Scheduler shall "Schedule" the project, when scheduling the project the Scheduling Options shown in Figure 3 shall be used unless approval to vary from these settings is given by the Department's Project Manager. The Project Scheduler shall use the same Scheduling Options for all Progress Schedule submittals for the duration of the contract, unless directed otherwise by the Department's Project Manager.

FIGURE 3



- g) Schedule Submission Method - The Design-Builder shall submit the schedule to the Department's Project Manager electronically for review and acceptance. The filename shall conform to the requirements of Table 1. The Project Scheduler can change the Project ID and Name through the WBS at the top node, as they do not have privileges to edit data through the Project Details tab. The Design-Builder's submission shall be documented by an E-mail to the Department's Project Manager, with a copy to CPMSchedulingSection@dot.ny.gov ~~state.ny.us~~ and all appropriate project participants, that the project schedule on the network is ready for review. The Design-Builder's E-mail to the Department's Project Manager shall also consist of the following:
- i) The subject of the E-mail shall include the Region #, contract D number, the Project Name, the Progress Schedule's ProjectID, and Design-Builder company name. (i.e. – Region 8, D260000, Rehabilitation of Main Street viaduct, D260000-1UD2, ABC Contractors)
 - ii) The E-mail message shall include the name of the Department's Project Manager, the current anticipated Finish date of the last activity in the Project Schedule, a statement as to how that date compares to the current Project Completion Date, ~~and the name of the Department's Area Construction Supervisor (May be CQAE).~~

- iii) Electronic files of all Narrative Reports and required attachments **and appendices** associated with the schedule shall be submitted by the Design-Builder in Adobe Acrobat format.

3.3.4.5 Weekly Progress Schedule Status Report:

- 1) The Design-Builder shall provide the Weekly Progress Schedule Status Report on a consistent and recurring basis of once per week. The Project Scheduler shall advance the data date to the current week, update the actual progress completed to date, forecast the remaining duration for all activities still in progress, and schedule the project. The Design-Builder shall generate and submit the following activity layouts to the Department's Project Manager:
 - i. Weekly Status Report using the global activity layout named Weekly Status Report;
 - ii. Critical Path to Project Completion as directed by the Department's Project Manager;
 - iii. Near Critical Paths as directed by the Department's Project Manager;
 - iv. Multiple float paths and Longest Paths to project milestones and project features as directed by the Department's Project Manager;
 - v. Three month look-ahead as directed by the Department's Project Manager;
 - vi. Other activity layouts as directed by the Department's Project Manager.
- 2) The Weekly Progress Schedule Status Reports shall commence within 3 weeks of Notice to Proceed. Weekly Progress Schedule Status Reports shall be provided the day before progress meetings. In the absence of the accepted Final Baseline Progress Schedule, the Weekly Progress Schedule Status Reports shall be submitted at the request of the Department's Project Manager.
- 3) The Design-Builder shall submit the Weekly Progress Schedule Status Reports to the Project Manager within two (2) Work Days of the Data Date for that weekly update period. The Gantt Chart shall clearly indicate the project critical (longest) path. Graphical representations shall be shown at a suitable scale to be legible and readable.
- 4) During any time periods within the contract that special time-related contract provisions are in effect, including Incentive/Disincentive Periods, the Project Manager may require more frequent Progress Schedule Updates and/or Progress Schedule Status Reports.

3.3.4.5.3.4.6 As-Built Progress Schedule

The Design-Builder shall submit the As-Built Progress Schedule with Actual Start and Actual Finish dates for all activities, within ten (10) Work Days following final acceptance of work by the Department.

3.3.5 Progress Schedule Review and Analysis

3.3.5.1 Immediate Rejection of Progress Schedule Submissions.

The following deficiencies in a Design-Builder's Progress Schedule submission shall be grounds for the immediate rejection by the Department's Project Manager, without further review, analysis and/or comments.

- a) Failure of the Project Scheduler to "schedule" the Project, as of the Data Date.
- b) Failure to attach a copy of the complete Scheduling/Leveling Report (SCHEDLOG.TXT

file generated by Primavera software application).

- c) Any activities without predecessors, or activities without successors, appearing in the Scheduling/Leveling Report with the exception of the first and last activity in the schedule.
- d) Any activity constraints appearing in the Scheduling/Leveling Report that have not been approved in writing by the EIC, or that are not specifically allowed by this Special Provision.
- e) Any Activities with Actual Dates > Data Date appearing in the Scheduling/Leveling Report.
- f) Any Milestone Activities with invalid relationships appearing in the Scheduling/Leveling Report.
- g) Failure to have a clearly defined Critical Path from the Data Date to the last activity in the schedule, using the Longest Path method. This would reflect logic errors in the project schedule.
- h) Failure to attach the schedule Narrative and required appendices.
- i) Failure to correct any "Out-Of-Sequence" activities that affect the critical path.

If any of these deficiencies are found, the Design-Builder's submission shall be considered deficient, and the Department's Project Manager will notify the Design-Builder immediately by return E-mail of the rejection of the schedule submittal.

3.3.5.2 **Schedule Analysis Method.**

Events, actions, and progress that cause delays or gains to the Progress Schedule will be analyzed solely by the "Contemporaneous Period Analysis" method.

3.3.5.3 **Project Progress Meetings**

One topic of the regular weekly progress meetings held by the Project Manager and attended by the Design-Builder shall be a review of the Weekly Progress Schedule Status Reports ~~generated from the Progress Schedule.~~ The Design-Builder shall be represented by their design, construction and Project Scheduler personnel. The Design-Builder Project Scheduler shall review and discuss ~~bring a copy of the printed plot of~~ the current Weekly Progress Schedule Status Reports s to the progress meetings s.

- a) The review of the Status Reports s serves as the forum to discuss project progress and delays, suggested remedies, necessary Progress Schedule revisions, coordination requirements, change orders, potential Design-Builder time extension requests, and other relevant issues. If contract work is falling behind the Progress Schedule, the responsible party (i.e.- Design-Builder or Department) shall be ready to discuss what measures it will take in the next thirty (30) days to put the work back on schedule so as to meet the Project Completion Date specified in the Contract.
- b) Items of discussion will include, but are not limited to: project progress; schedule progress; near term and long-term schedule issues, including RFIs, Shop Drawing submittals, permit work, utility relocations, mitigation work; project issues and risks; proposed solutions; and any relevant technical issues that are schedule related.
- c) At the meeting the Project Scheduler shall compile an action item list that describes who is responsible for existing or pending issues and the date by which the issue needs to be

resolved to avoid delays. The Design-Builder shall forward a copy of the action item list to the Project Manager within 2 business days following the meeting.

3.3.5.4 Department Review and Acceptance of Progress Schedules

The Department's Project Manager will review the Monthly Progress Schedule submissions and will prepare a written response (Progress Schedule Review Report) to the Design-Builder's submission within five (5) Work Days following receipt of the Design-Builder's complete schedule submission. The Department's Project Manager will either "accept" the schedule, "accept as noted", or "reject" the schedule for re-submittal by the Design-Builder.

If the Progress Schedule submission is not in compliance with contract requirements, the Department's Project Manager may reject the submittal and shall forward any comments and requests for schedule revisions to the Design-Builder. The Design-Builder shall address all comments in writing and/or make the requested revisions, and resubmit the revised schedule within three (3) Work days of the Department Project Manager's reply. If the Department's Project Manager determines the revised submission still does not meet the contract requirements, any further revisions required thereafter shall also be submitted for acceptance within (3) Work days of the request for revisions by the Department's Project Manager.

For schedules that are "accepted as noted" the Department's Project Manager shall forward any comments, or requests for revisions, to the Design-Builder. The Design-Builder shall address all comments in writing and/or make the requested revisions as part of the next scheduled Progress Schedule submission.

The Design-Builder shall make adjustments to the Progress Schedule in accordance with the comments from the Department's Project Manager and resubmit copies for review consistent with the requirements of this section.

The Department's Project Manager, by accepting the Progress Schedule, does not agree that the Progress Schedule is reasonable or that by following the Progress Schedule the Design-Builder can complete the Work in a timely manner. If, after a Progress Schedule has been accepted by the Department's Project Manager, either the Design-Builder or the Department's Project Manager discover that any aspect of the Schedule is in error, or something significant has been omitted, the Design-Builder shall correct the Progress Schedule in the next Progress Schedule submission and describe this revision in the Narrative report.

Acceptance of Progress Schedules by the Department's Project Manager shall not be construed to imply approval of any particular construction methods or sequence of construction or to relieve the Design-Builder from its responsibility to provide sufficient materials, equipment and labor to guarantee the completion of the Contract in accordance with the Contract requirement.

Acceptance of the Progress Schedule by the Project Manager does not attest to the validity of assumptions, activities, relationships, sequences, resource allocations, or any other aspect of the progress schedule. Within the contractual constraints, the Design-Builder is solely responsible for the planning and execution of the work.

Acceptance of the Progress Schedule by the Department's Project Manager shall not be construed to modify or amend the Contract Agreement or the date of Project Completion therein. Completion dates can only be modified or amended by standard contractual means, through an official HC-250b Request For Extension of Completion Date.

If any resources are included in the Progress Schedule, it is not intended that the Department's Project Manager, by accepting the schedule should use the Design-Builder's resource data for anything other than determining the reasonableness of achieving the Design-Builder's production rates. ~~Resources included with the accepted CPM schedule shall not be misconstrued as a cost benchmark for the performance of planned or actual work.~~

Once the Progress Schedule has been accepted, the Design-Builder shall not deviate from it without first notifying the Department's Project Manager in writing.

Upon receipt from the Design-Builder of the corrected schedule, a new review period by the Department's Project Manager of five (5) Work days will begin.

3.3.6 Changes to Progress Schedule due to Added/Deleted/Changed Work:

3.3.6.1 Changes to the Contract

The Design-Builder shall comply with the Notice and Recordkeeping provisions of §104-06, Notices and Recordkeeping, and notify the Department's Project Manager in writing if there is any effect of such change to the schedule. In the event ~~there is a notice of a~~ change to the Contract ~~is received~~, the appropriate changes to the progress schedule shall be made, as necessary, to incorporate the anticipated added/deleted/changed work. ~~and the Design-Builder shall notify the Department's Project Manager in writing within 10 (ten) calendar days if there is any effect of such change to the schedule.~~ The reasons for these revisions must be succinct, comprehensive, and factual to merit consideration. Change to the contract includes, but is not limited to, Extra Work, Agreed Prices, Change Orders, Suspensions of Work Directed by the Department's Project Manager, Changed Condition, and Value Engineering Change Proposals. Added, deleted and/or extra work associated with Change Orders shall be reflected in the next Monthly Progress Schedule Submission in anticipation of and prior to the date in which the work physically takes place without regard to the dates when the actual Change Order was approved. The effect of the change to the Contract on the projects Critical Path shall be stated. Extra work or additional work that does not affect the controlling operation on the critical path will not be considered as the basis for a time extension. All schedule activities effected by added, deleted or changed work that is included in a signed Change Order, Field Change Order, or Authorization of Extra Work (with the exception of minor quantity changes that do not impact contract milestones), or work activities performed by the Design-Builder at risk in anticipation of such Department approval, shall be assigned the appropriate Activity Code (Added/Changed Work) and Code Value (sequentially numbered) to denote which "Changed Contract Work" order number correlates to those activities of work.

3.3.6.2 Time Impact Analysis

For each request of an adjustment of Contract time due to an anticipated change to future work in the Progress Schedule, when the Design-Builder or Department's Project Manager consider that an anticipated or approved change to the Contract may impact the critical path and Contract progress by more than a calendar month, the Design-Builder shall submit a Time Impact Analysis (TIA). The TIA shall be submitted as part of any Order on Contract (Change Order) and/or VECP if the critical path changes by more than a calendar month.

The TIA shall be based on a revised Progress Schedule and shall be submitted as an electronic file (using Microsoft Word for the narrative) containing:

- a) The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate.
- b) The analysis shall use the accepted Monthly Progress Schedule that has a data date closest to and prior to the event as the "Current Baseline", this shall then be compared against the "What-if Project Plan Baseline" for the purpose of the TIA.
- c) If the Department's Project Manager determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule

shall be updated to the day before the event being analyzed.

- d) The TIA shall include an impacted schedule (“What-if Project Plan Baseline”) developed from incorporating the actual or anticipated event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities.
- e) If the impact schedule shows that incorporating the event negatively modifies the critical path and scheduled completion date of the accepted schedule, and the Project Manager accepts the impacted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the proposed adjustment of contract time.
- f) The Department’s Project Manager may construct and utilize an appropriate project schedule or use another recognized method to determine adjustments in contract time until the Design-Builder provides the TIA.
- g) The Design-Builder shall submit a TIA within fifteen (15) Work Days of receiving a written request for a TIA from the Department’s Project Manager.
- h) The Design-Builder shall allow the Project Manager ten (10) Work Days after receipt to accept or reject the submitted TIA. All accepted TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
- i) If a TIA submitted by the Design-Builder is rejected by the Department’s Project Manager, the Design-Builder shall meet with the Project Manager to discuss and resolve issues related to the TIA. If agreement is not reached, the Design-Builder ~~shall~~will give notice in conformance with §104-06, Notices and Recordkeeping, and submit in accordance within the provisions in §105-14, Required Content of Dispute Submission.
- j) The Design-Builder shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent Monthly Progress Schedule submissions. If agreement is reached at a later date, approved TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
- k) Request for a contract time extension will not be processed until the receipt and approval of a Time Impact Analysis.

3.3.7 Failure to Submit Progress Schedules and/or Recovery Schedules

If the Design-Builder fails to comply with the provisions of this Special Provision or continues to submit deficient schedules, the Department’s Project Manager may suspend payment for any and all Contract Work.

- 1) If the Design-Builder’s Progress Schedule submission is rejected due to any deficiency noted in paragraph 5.3.5.1(a) through (i), it shall be considered an incomplete submission and therefore substantially deficient.
- 2) If the Design-Builder’s revised Progress Schedule submission does not address the written comments provided by the Department’s Project Manager, and does not include a written explanation with a reasonable rationalee for not addressing those comments, the submission shall be considered deficient.

3.3.8 Recovery Schedule

- 1) If the latest completion time for any work on the current Progress Schedule results in an activity being delayed ten percent or more of the time beyond the required Contract duration or any specified Milestone duration, as adjusted if appropriate, the Project Manager may require the Design-Builder to submit a Recovery Schedule and written description of the plan to recover all lost time and maintain the required Completion Date or specified Interim Milestone Date(s).
- 2) With the Recovery Schedule the Design-Builder shall include revised calendars, activity Production Rates, and/or revised activity logic along with a narrative that identifies how time will be recovered.

The submission may be supplemented with a request for a Contract Time Extension. The Design-Builder shall provide a reasonable plan for accomplishing the work of the contract within the current completion date, or to the requested contract extension date. The Department's Project Manager will use the Recovery Schedule to evaluate time extensions, with or without charges.

3.3.9 Float

During the course of contract execution, Total Float generated due to the efficiencies of either party (State or Design-Builder) will be considered project Float that is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Any party assigned activity responsibility within the schedule has the full use of the project Float until it is depleted.

~~3.3.10 Progress Schedule Updates and Weekly Status Reports:~~

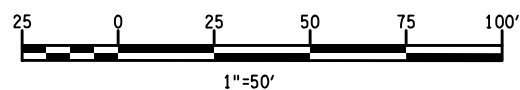
- ~~1) The Design-Builder shall perform a Progress Schedule Update on a minimum of a weekly basis, and every fourth schedule update period shall be consistent with a monthly contract payment period. Weekly updates showing work completed shall commence within 3 weeks of Notice to Proceed. Weekly updates shall be provided the day before progress meetings. Weekly updates will be required even if the Base Line is not accepted.~~
- ~~2) The Design-Builder shall generate a Weekly Status Report after performing the Progress Schedule Update and Scheduling the project with a Data Date of the day the schedule was updated, and submit it to the Project Manager within one (1) Work Day of the Data Date for that update period. The Weekly Status Report shall be generated using the activity layout named Weekly Status Report. The Gantt Chart shall clearly indicate the project critical (longest) path. Graphical representations shall be shown at a suitable scale to be legible and readable.~~
- ~~3) During any time periods within the contract that special time-related contract provisions are in effect, including Incentive/Disincentive Periods, the Project Manager may require more frequent Progress Schedule Updates and/or Progress Schedule Status Reports.~~

3.4 PROGRESS CHECK POINTS AND PAYMENT

~~Specified schedule submittals and schedule updates shall be considered Progress Check Points.~~

The cost of preparing and updating the CPM schedule and meeting all other requirements of this Special Provision shall be included the Project costs.





ALTERED BY:
ON:

- PROPOSED CONCRETE SIDEWALK / MEDIAN /CAP		- LEVEL 2 EV CHARGER STATION
- PROPOSED FULL DEPTH ASPHALT		- EV FAST CHARGER STATION
- SECURITY CAMERA		- TRANSFORMER ZONE

Department of
Transportation

12. SPOTTED LANTERNFLY: THE CONTRACTORS ATTENTION IS DIRECTED TO THE RESTRICTIONS AND QUARANTINE OF SPOTTED LANTERNFLY. MORE INFORMATION CAN BE FOUND AT:

HTTPS://AGRICULTURE.NY.GOV/NEWS/NEW-YORK-STATE-IMPLEMENTS-NEW-ACTIONS-PREVENT-SPREAD-SPOTTED-LANTERNFLY-NEW-YORK-STATE
HTTPS://WWW.NYCGOVPARKS.ORG/TREES/SPOTTED-LANTERNFLY-INFESTATION#: :TEXT
=SPOTTED%20LANTERN%20LYCORMA%20DELICATULAZE%20%93SLF,THREAT%20TO%20OUR%20CITY'S%20FORESTS

13. THE CONTRACTOR SHALL HIRE A CERTIFIED ARBORIST TO PERFORM DUTIES AS DESCRIBED HEREIN. THE ARBORIST SHALL ACT AT THE CONTRACTOR'S REPRESENTATIVE IN FULFILLING THE TASKS DESCRIBED BELOW AND TO ENSURE THE CONTRACTOR'S COMPLIANCE TO ALL APPLICABLE REQUIREMENTS OF THE LANDSCAPE PLANS AND SPECIFICATIONS, AND TO MINIMIZE THE IMPACT TO THE EXISTING LANDSCAPING DUE TO CONSTRUCTION ACTIVITIES. ALL WORK SHALL BE PERFORMED IN CONSULTATION WITH THE ENGINEER AND THE REGIONAL LANDSCAPE ARCHITECT. PAYMENT FOR THE SERVICES OF THE ARBORIST SHALL BE INCLUDED UNDER RELATED CONTRACT ITEMS. NO SEPARATE PAYMENT WILL BE MADE FOR SUPPLYING THE ARBORIST. THE PROPOSED SCOPE OF DUTIES AND RESPONSIBILITIES FOR THE CERTIFIED ARBORIST DURING THE PROJECT'S CONSTRUCTION PHASE SHALL INCLUDE:

1. SUPERVISE INSTALLATION OF VEGETATION PROTECTION BARRIERS AND OTHER SAFEGUARDS TO VEGETATION PER CONTRACT.
2. CONSULT WITH THE ENGINEER AND CONTRACTOR TO INCLUDE ANY MODIFICATIONS TO PROTECTION LIMITS AND OTHER SAFEGUARDS, AND TREE CARE TASKS. DOCUMENT CHANGES TO CONTRACT LIMITS AND REQUIREMENTS.
3. PROVIDE RECOMMENDATIONS FOR MITIGATIONS FROM IMPACTS TO TREES GENERATED BY ANY MODIFICATIONS TO CONTRACT VEGETATION PROTECTION LIMITS.
4. PROVIDE MONTHLY INSPECTION AND REPORTS OF VEGETATION AND PROTECTION MEASURES, AND WHEN REQUESTED BY THE ENGINEER BE AVAILABLE FOR MEETINGS/ INSPECTIONS OF PROJECT, AS REQUIRED, WITHIN 72 HOUR NOTICE.
5. DIRECTLY SUPERVISE ALL WORK PERFORMED ON TREES OR IN AND ON THE SOIL UNDER TREE CANOPIES.
6. TASKS ARE TO BE CONTINUED DURING PLANTING AND PERIOD OF ESTABLISHMENT, AND SHALL INCLUDE REPORT AND SUPERVISION ON THOSE TASKS.

TREE PROTECTION BARRIER

DIMENSIONS, OFFSET, AND LENGTH OF THE TEMPORARY BARRIER AROUND THE WORK AREAS ARE DETAILED AS INDICATED BELOW:

- 1). UNLESS OTHERWISE SHOWN THE STANDARD OFFSET BETWEEN THE CURB AND BARRIER IS 7 FT.
- 2). CHANGES IN OFFSET AS INDICATED BY THE LEADERS AND A DIMENSION SHOWING THE OFFSET IN FEET.

WORKING WITHIN DRIPLINE OF EXISTING TREE

1. TREATMENT OF TREE ROOTS - NO ROOTS OVER ONE (1) INCH DIAMETER SHOULD BE SHAVED OR CUT WITHOUT THE PERMISSION OF ARBORIST. IF SMALL ROOTS MUST BE CUT THIS SHOULD BE DONE WITH A SHARP IMPLEMENT TO LEAVE A CLEAN FINISH. USE OF HEAVY EQUIPMENT SUCH AS A BACKHOE TO CUT ROOTS IS PROHIBITED.
2. PRUNING - ALL CONTACT BETWEEN EQUIPMENT AND OVERHEAD TREE LIMBS SHOULD BE AVOIDED. BENDING OR BREAKAGE OF LIMBS IS PROHIBITED. IF CLEARANCE PRUNING IS PROPOSED, IT SHALL NOT TAKE PLACE WITHOUT THE PERMISSION OF THE ARBORIST, AND SHALL ONLY BE PERFORMED WITH PROFESSIONAL EQUIPMENT AS PER PARKS STANDARDS AND SPECIFICATIONS FOR SUCH WORK. NO TREES SHALL BE PRUNED OR REMOVED WITHOUT THE PERMISSION OF THE ARBORIST. TREE WORK IS TO BE PERFORMED BY AN ARBORIST HOLDING CERTIFICATION FROM THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). PARKS IS TO RECEIVE NOTIFICATION 48 HOURS BEFORE ANY TREE WORK IS TO BEGIN.
3. REMOVAL OF EXISTING INFRASTRUCTURE - EXTREME CARE MUST BE EXERCISED IN REMOVING CONCRETE OR ASPHALT WITHIN THE DRIP LINE OF EXISTING TREES, LIFTING RATHER THAN DRAGGING PAVING PIECES. TOOLS AND EQUIPMENT FOR THIS ACTIVITY SHALL BE APPROVED BY THE ARBORIST PRIOR TO THE START OF EXCAVATION.
4. METHODS OF EXCAVATION - ANY EXCAVATION FOR UTILITY OR INFRASTRUCTURE INSTALLATION WITHIN THE DRIP LINE OF AN EXISTING TREE SHALL BE DONE BY HAND OR PNEUMATIC EXCAVATION, OR MICRO TUNNELING. TRENCHING SHALL NOT OCCUR WITHIN THE DRIP LINE UNLESS ABSOLUTELY NECESSARY AND WITHOUT PRIOR APPROVAL BY THE ARBORIST.
5. TREATMENT OF EXPOSED ROOTS - WHERE SUCH EXCAVATION DOES OCCUR FOR THE REMOVAL OF EXISTING FEATURES OR THE INSTALLATION OF NEW WORK, THE EXCAVATED AREA SHALL BE BACKFILLED IMMEDIATELY. EXPOSED ROOTS SHALL BE COVERED WITH BURLAP OR OTHER APPROVED MATERIAL, AND KEPT CONSTANTLY MOIST. BURLAP SHALL BE CHECKED A MINIMUM OF TWO (2) TIMES A DAY, ONCE IN THE MORNING AND ONCE IN THE AFTERNOON IN ORDER TO MAINTAIN APPROPRIATE LEVELS OF MOISTURE, UNTIL BACKFILL IS COMPLETE. IF DIRECTED, SOAKER HOSES SHALL BE INSTALLED TO FACILITATE PROPERLY MOIST CONDITIONS OF EXCAVATED AREAS.
6. GRADE REDUCTION - MANY TREE ROOTS OCCUR WITHIN THE TOP SIX TO EIGHT INCHES OF THE SOIL. SOIL REMOVAL CAN RESULT IN THE LOSS OF TREE ROOTS. SOIL REMOVAL WITHIN THE TREE PROTECTION ZONE IS PROHIBITED WITHOUT THE APPROVAL OF THE ARBORIST. SOIL REMOVAL METHODS IN THESE ZONES ARE TO BE DETERMINED BY THE ARBORIST. ANY REMOVAL OF SOIL WITHIN THE DRIP LINE SHALL BE PERFORMED UNDER THE SUPERVISION OF AN ARBORIST.
7. GRADE INCREASE - THE ADDITION OF SOIL CAN SMOTHER TREE ROOTS, BY REDUCING THE AMOUNT OF WATER AND OXYGEN REACHING THE SOIL AREA WHERE ROOTS OCCUR. FILL OF UP TO THREE (3) INCHES ADDITIONAL DEPTH MAY BE PERMITTED. FILL EXCEEDING THREE INCHES SHALL NOT OCCUR WITHOUT THE PRIOR INSTALLATION OF AN AERATION SYSTEM OR OTHER DETAIL APPROVED BY THE ARBORIST.

ITEM 206.04010011 PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES & ITEM 206.04020011 PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS (WHEN REQUIRED BY THE ENGINEER OR ARBORIST)

1. ALL WORK TO BE PERFORMED UNDER DIRECT SUPERVISION OF ARBORIST. ALL WORK LIMITS TO BE DETERMINED IN FIELD BY ARBORIST.
2. NO STAGING OR STORAGE OF EQUIPMENT OR MATERIALS SHALL OCCUR WITHIN THE TREE/LANDSCAPE PROTECTION ZONE OF THE PROJECT.
3. TREE/LANDSCAPE PROTECTION FENCING SHALL BE RETURNED TO ITS APPROVED, STAKED LOCATION UPON COMPLETION OF RADIAL TRENCHING PROCEDURES.
4. AIR-SPADE SHALL BE OPERATED BY ONLY PERSONNEL HAVING MORE THAN 1 YEAR OF EXPERIENCE OPERATING THE AIR-SPADE FOR ARBORICULTURAL PURPOSES SUCH AS ROOT COLLAR EXCAVATIONS AND ROOT INVIGORATION TECHNIQUES.
5. FOR DUST CONTROL; WORK AREA TO BE WATERED AT LEAST 24 HOURS IN ADVANCE OF BUT NO MORE THAN 48 HOURS PRIOR TO THE START OF ANY PNEUMATIC EXCAVATION. SEE ITEM 206.04010011 FOR DUST CONTROL MEASURES.
6. WATER TRUCK TO BE PRESENT ON SITE DURING ALL RADIAL TRENCHING AND BACKFILL PROCEDURES. IRRIGATE ENTIRE ROOT ZONE TO FULL DEPTH OF TREATMENT. CONTRACTOR TO PROVIDE CONTAINMENT STRUCTURE OR BARRIER TO CONTAIN SOIL PER ITEM 206.04010011.
7. IF RECAPTURE OF EXCAVATED SOIL IS LESS THAN 50% FOR THE BACKFILL OF TRENCHES, THE DIFFERENCE SHALL BE MADE UP WITH ADDITIONAL TOPSOIL. ITEM 610.1402 TOPSOIL - ROADSIDE.
8. IF RECAPTURE OF EXCAVATED SOIL IS MORE THAN 50% FOR THE BACKFILL OF TRENCHES, THE EXCESS SOIL SHALL BE REMOVED FROM THE SITE OR REUSED AS DIRECTED BY THE REGIONAL LANDSCAPE ARCHITECT.

REMOVE, RESET, SALVAGE AND DELIVERY OF GRANITE PAVERS

1. DESIGN-BUILDER SHALL CAREFULLY REMOVE AND RESET EXISTING GRANITE PAVERS IN ACCORDANCE WITH PLANS.
2. ALL GRANITE PAVERS SHALL BE REMOVED AND HANDLED WITH EXTREME CARE TO AVOID BREAKAGE. ANY PAVERS WHICH ARE BROKEN OR DAMAGED BY THE DESIGN-BUILDER'S OPERATIONS SHALL BE REPLACED OR REPAIRED AT HIS OWN EXPENSE. THE CONTRACTOR SHALL DISPOSE OF AND REMOVE FROM SITE BADLY DAMAGED PAVERS ONLY WHEN ORDERED BY ENGINEER.
3. WHERE PAVERS ARE TO BE RESET IN SAME LOCATION, THEY ARE TO BE STORED UNTIL RESETTING. DESIGN-BUILDER SHALL BE COMPLETELY RESPONSIBLE FOR THE DISPOSITION OF EXISTING PAVERS AND SHALL REPLACE ALL PAVERS THAT ARE LOST, STOLEN OR DAMAGED DURING STORAGE AT HIS OWN EXPENSE.

REMOVE, RESET, SALVAGE AND DELIVERY OF GRANITE PAVERS (CONT.)

4. PAVERS SHALL BE LAID ON A SAND BASE OF A MINIMUM THICKNESS OF ONE (1) INCH. BASE SAND SHALL CONSIST OF CLEAN, HARD, DURABLE UNCOATED STONE PARTICLES, FREE FROM LUMPS OF CLAY AND ALL DELETERIOUS SUBSTANCES AND SHALL BE SO GRADED THAT WHEN DRY, ONE HUNDRED PERCENT SHALL PASS ¼ INCH SQUARE OPENING SIEVE; NO MORE THAN THIRTY-FIVE (35) PERCENT BY WEIGHT SHALL PASS A NO. 50 SIEVE. CUSHION SAND SHALL NOT CONTAIN MORE THAN TEN (10) PERCENT WEIGHT OF LOAM AND SILT. THE SAND BASE SHALL BE COMPACTED BY BEING ROLLED WITH A ROLLER WEIGHING 150LBS PER FOOT OF WIDTH.
5. AFTER SUFFICIENT AREA OF PAVERS HAS BEEN LAID, THE SURFACE SHALL BE TESTED WITH A TEN FOOT STRAIGHT EDGE LAID PARALLEL WITH THE CENTER LINE AND ANY DEPRESSION EXCEEDING ¼ INCH SHALL BE CORRECTED AND BROUGHT TO PROPER GRADE. ALL PAVERS DISTURBED IN MAKING REPLACEMENTS OR CORRECTING DEPRESSIONS SHALL BE SETTLED INTO PLACE BY CAREFULLY RAMMING OR TAMPING TO GRADE BY USE OF A HAND TAMPER APPLIED UPON A TWO-INCH BOARD.
6. JOINTS SHALL BE COMPLETELY FILLED WITH A CEMENT GROUT MIXTURE OF ONE PART PORTLAND CEMENT AND TWO PARTS SAND. THE GROUT SHALL BE FIRMLY PACKED IN THE JOINTS BETWEEN PAVERS. IMMEDIATELY AFTER JOINTS ARE FILLED, THE PAVEMENT SHALL BE SWEEPED CLEAN. THE FINISHED SURFACE SHALL BE FREE OF ALL CEMENT STAIN AND EXCESS GROUT.
7. BASED ON THE PROJECT SURVEY BY MJ TOPO AND FIELD OBSERVATION, THE QUANTITY OF GRANITE PAVERS IN GOOD CONDITION TO BE REMOVED IS ESTIMATED TO BE:
 - 1). IN THE MEDIAN BETWEEN BARRETTO ST. AND HUNTS POINT AVE.:
QTY. TO BE REMOVED: 24,220 SF
 - 2). ALONG WESTERN SIDE OF LONGFELLOW AVE:
QTY. TO BE REMOVED: 650 SF
8. GRANITE PAVERS IN GOOD CONDITION TO BE SALVAGED AND RESTORED FOR REUSE ON SITE:
 - 1). SITEWIDE:
QTY. TO BE SALVAGED AND RESTORED: 11,100 SF
9. GRANITE PAVERS ARE TO BE RESET PER UP-04, UP-05, UDE-03 AND UDE-04:
 - 1). IN THE MEDIAN BETWEEN BARRETTO ST. AND HUNTS POINT AVE.:
QTY. TO BE RESET: 8,000 SF
 - 2). ALONG WESTERN SIDE OF LONGFELLOW AVE:
QTY. TO BE RESET: 500 SF
10. ADDITIONAL GRANITE PAVERS IN GOOD CONDITION TO BE SALVAGED AND DELIVERED BY DESIGN-BUILDER TO:
 - 1). CITY OF NEW YORK PARKS AND RECREATION
1 BRONX RIVER PARKWAY, BRONX, NY 10462
CONTACT: STEVE YANOLATOS, (917) 642-1105 FOR COORDINATION

QTY. TO BE SALVAGED AND DELIVERED: 2,000 SF
 - 2.) CITY OF NEW YORK PARKS AND RECREATION, QUEENS GREENHOUSE
FOREST PARK DR. AND WOODHAVEN BLVD., QUEENS, NY 11421
CONTACT: MARK FORD, (718) 441-4033 FOR COORDINATION

QTY. TO BE SALVAGED AND DELIVERED: 2,000 SF

REVISIONS MADE

- Notes added regarding the delivery of salvaged granite pavers to NYC Parks storage yards.

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT
CONTRACT 3
FROM BARRETTO ST. TO WHITLOCK AVE. AND SHERIDAN BLVD.
COUNTY: THE BRONX REGION: 11

PIN X731.65

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

DIRECTIVE PLANS
LANDSCAPE PROTECTION NOTES

CONTRACT NUMBER
D900055

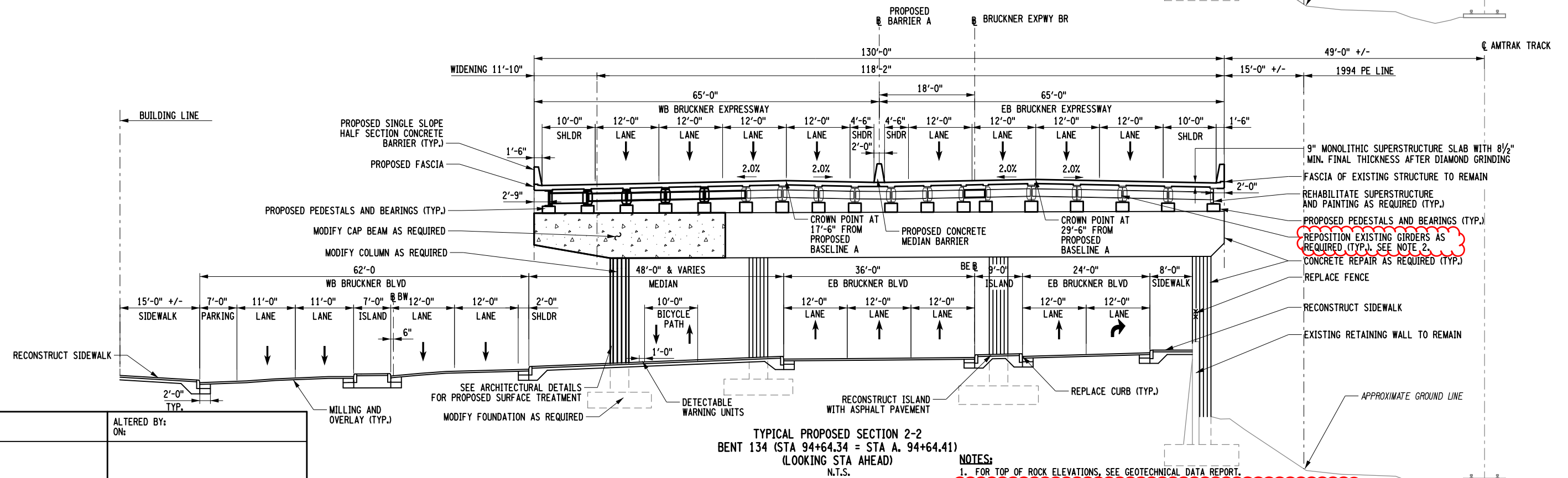
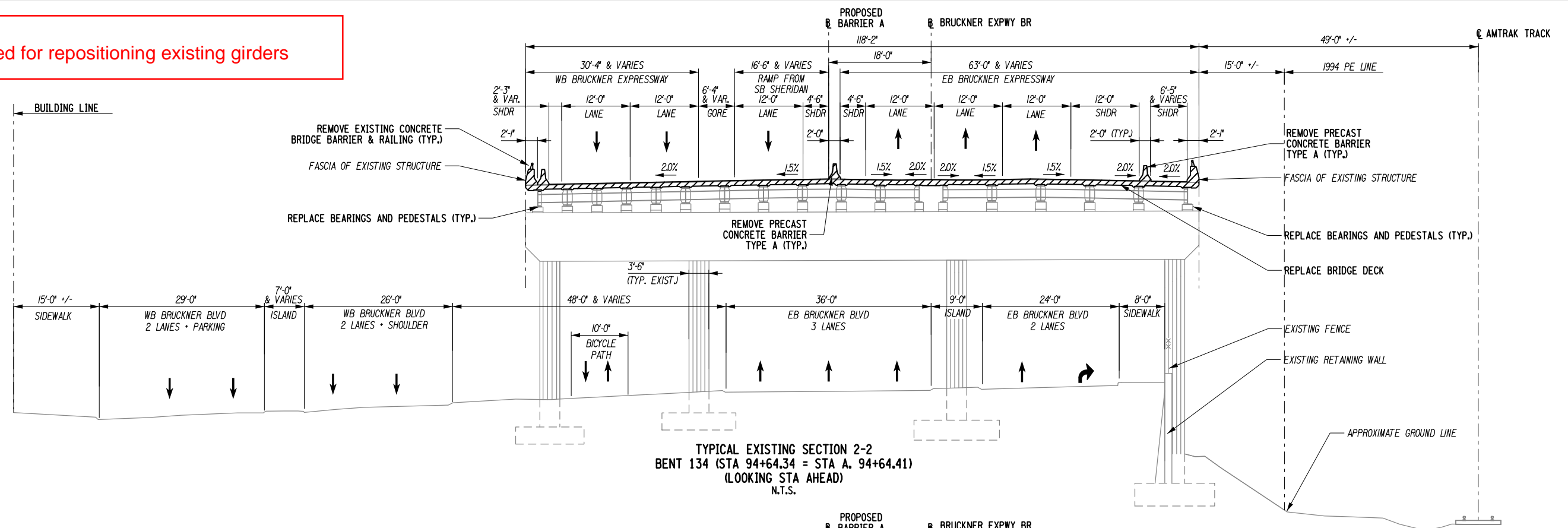
DRAWING NO. LN-02
SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



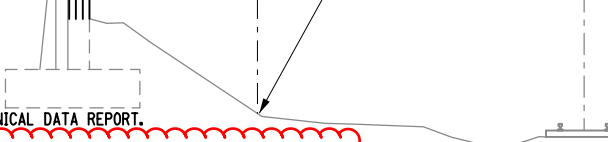

Department of
Transportation

Revisions:
- Note and callout added for repositioning existing girders

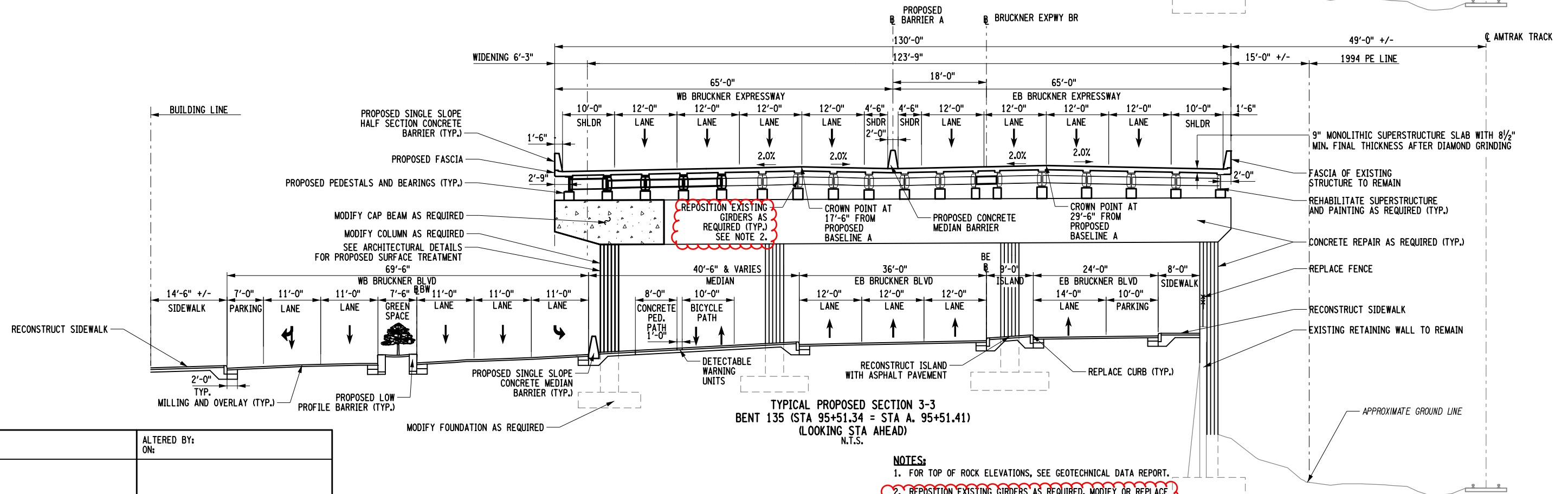
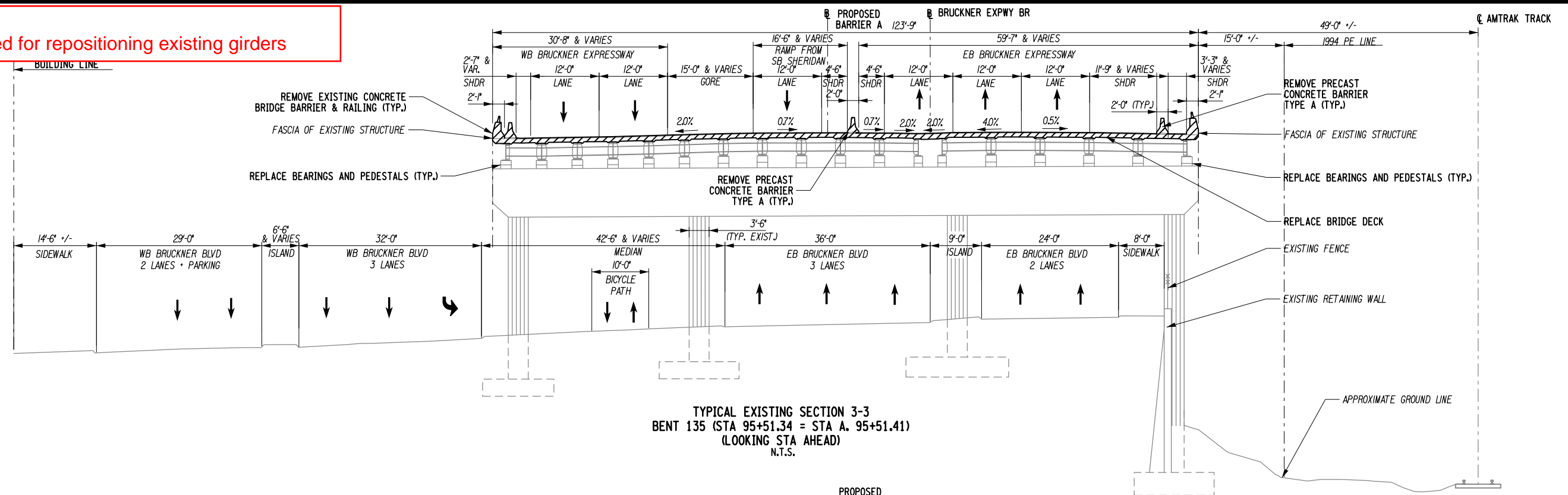


NOTES:

1. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT.
2. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.

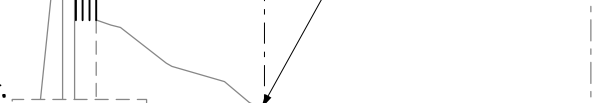

AFFIX SEAL: ON:		ALTERED BY: ON:		TYP. MILLING AND OVERLAY (TYP.)		MODIFY FOUNDATION AS REQUIRED		WARNING UNITS		WITH ASPHALT PAVEMENT					
						TYPICAL PROPOSED SECTION 2-2 BENT 134 (STA 94+64.34 = STA A. 94+64.41) (LOOKING STA AHEAD) N.T.S.		NOTES: 1. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT. 2. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.							
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT		PIN X731.65		BRIDGES		CULVERTS		ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER D900055			
		CONTRACT 3								INDICATIVE PLANS TYPICAL SECTION 2-2		DRAWING NO. TYP-02 SHEET NO.			
		FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD.													
		COUNTY: BRONX		REGION: 11											
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.												 NEW YORK STATE OF OPPORTUNITY.		Department of Transportation	

Revisions:
- Note and callout added for repositioning existing girders



NOTES:

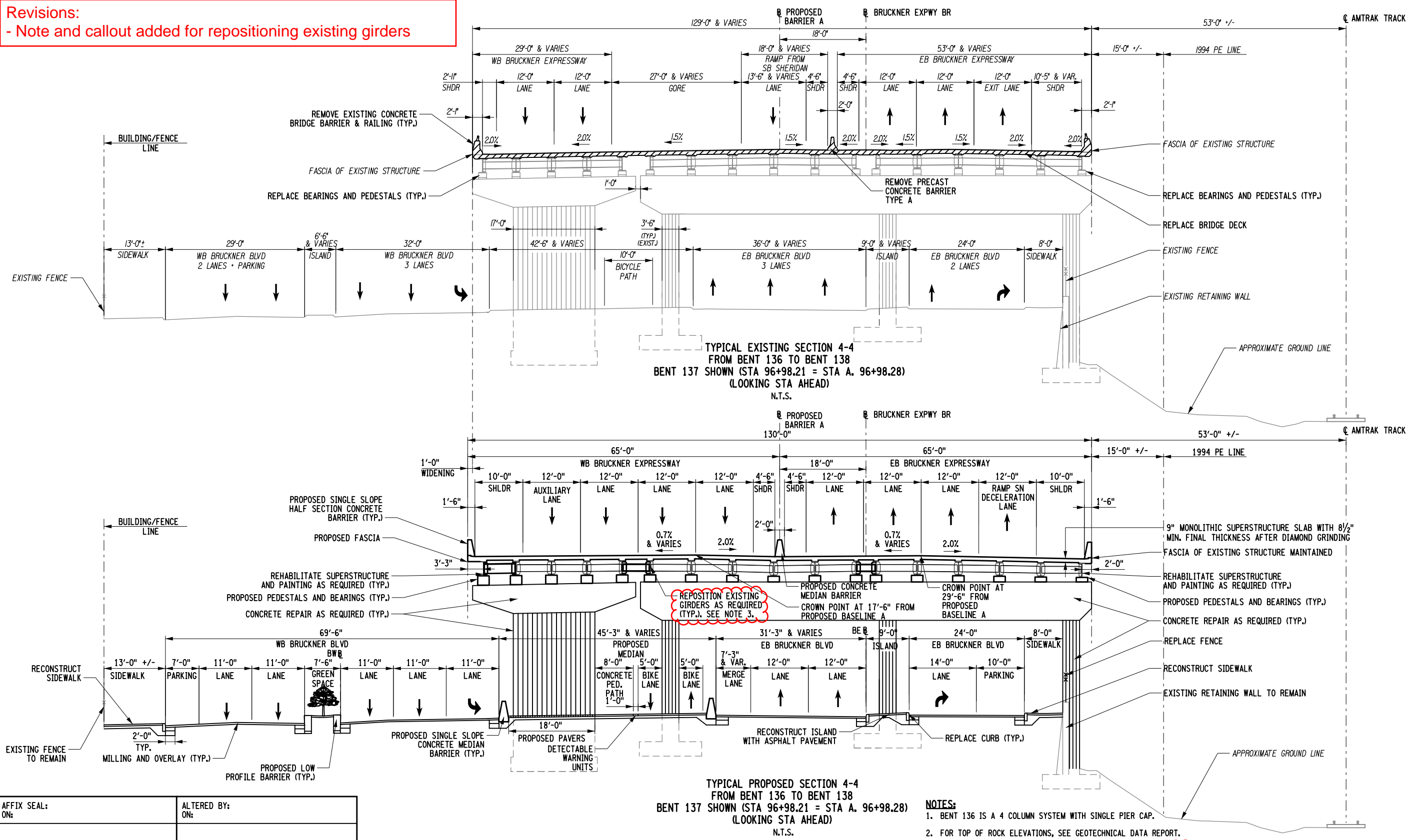
1. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT.
2. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.

AFFIX SEAL: ON:		ALTERED BY: ON:		(LOOKING STA AHEAD) N.T.S.													
				NOTES: 1. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT. 2. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.													
				AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT		PIN X731.65		BRIDGES		CULVERTS		ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED		CONTRACT NUMBER D900055	
						CONTRACT 3										DRAWING NO. TYP-03	
						FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD.										SHEET NO.	
						COUNTY: BRONX										REGION: 11	
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.																	
 NEW YORK STATE OF OPPORTUNITY.																	
Department of Transportation																	

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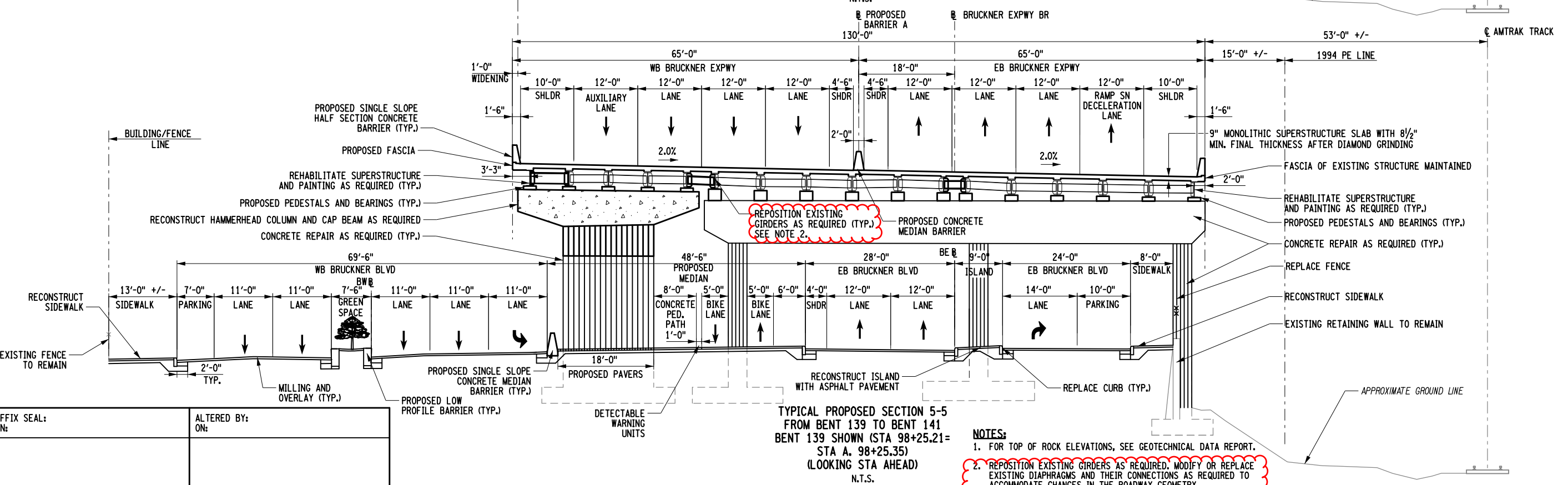
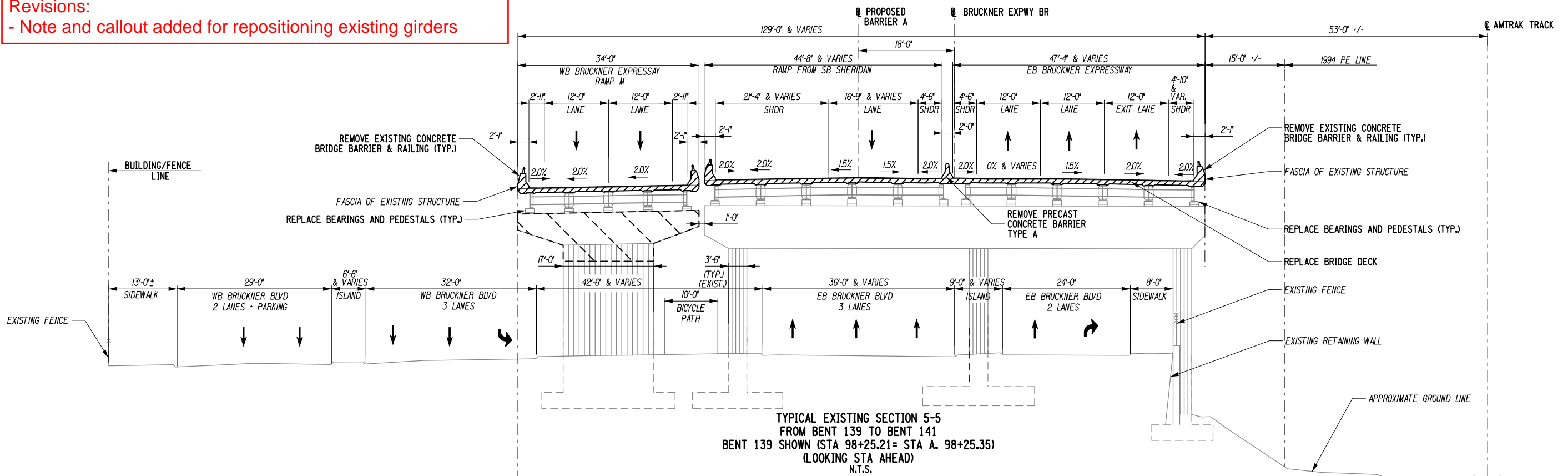
Revisions:
- Note and callout added for repositioning existing girders



- NOTES:
- 1. BENT 136 IS A 4 COLUMN SYSTEM WITH SINGLE PIER CAP.
 - 2. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT.
 - 3. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.


AFFIX SEAL: ON:		ALTERED BY: ON:	
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT	
		CONTRACT 3	
		FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD.	
		COUNTY: BRONX REGION: 11	
		PIN X731.65	BRIDGES
			CULVERTS
		ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	
		INDICATIVE PLANS TYPICAL SECTION 4-4	
		CONTRACT NUMBER D900055	
		DRAWING NO. TYP-04 SHEET NO.	
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.		NEW YORK STATE OF OPPORTUNITY. Department of Transportation	

Revisions:
- Note and callout added for repositioning existing girders



NOTES:

1. FOR TOP OF ROCK ELEVATIONS, SEE GEOTECHNICAL DATA REPORT.
2. REPOSITION EXISTING GIRDERS AS REQUIRED. MODIFY OR REPLACE EXISTING DIAPHRAGMS AND THEIR CONNECTIONS AS REQUIRED TO ACCOMMODATE CHANGES IN THE ROADWAY GEOMETRY.

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	HUNTS POINT INTERSTATE ACCESS IMPROVEMENT PROJECT	PIN X731.65	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900055
	CONTRACT 3				INDICATIVE PLANS TYPICAL SECTION 5-5	DRAWING NO. TYP-05 SHEET NO.
	FROM BARRETTO STREET TO WHITLOCK AVE. AND SHERIDAN BLVD.					
	COUNTY: BRONX REGION: 11					
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Department of
Transportation